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BUSINESS CORRESPONDENCE AND OFFICE WORK IN ENGLISH

METHODOLOGICAL MANUAL
on the course of lectures in English
for Law students and Post-Graduates
of the National University «Odesa Academy of Law»

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INTRODUCTION

Letter writing is an essential part of communication, an intimate part of experience. Each letter writer has a characteristic way of writing, his style of writing, his way of expressing thoughts, facts etc. but it must be emphasized that the routine in writing of official business letters requires certain accepted idioms, set phrases, fixed patterns, grammar and even a certain arrangement of their parts on a sheet of paper. Therefore certain skills must be acquired by practice and details of writing must be carefully and thoroughly learnt.

A cheque, a contract, a pure list or any other business paper sent by mail should always be accompanied by a letter. The letter says what is being sent so that the recipient should know exactly what you intended to send. It is a typical business letter.

Letter writing is not only a means of communication and a contact, but also a record of affairs, information, events, complaints etc. So it is necessary to feel the spirit and trend of the style in order to write a perfect letter.

Doing business means working out agreements with other people, sometimes through elaborate contracts and sometimes through nothing but little standard forms, through exchanges of letters.

Thus everybody who is involved in any kind of business should study thoroughly the complex science of writing letters and contracts.

The language of business, professional and semi-official letters is formal, courteous, tactful, concise, expressive, and to the point. A neatly arranged letter will certainly make a better impression on the reader, thus good letters make good business partners.

This course of lectures considers the most essential questions concerning official business letters such as obligatory and optional elements of business letters and their arrangement on a sheet of paper, arrangement and writing of addresses, classification of business legal letters according to their pragmatic purpose and detailed analysis of all these types, linguistic formalization of official letters in accordance with their communicative intention and pragmatic function and some changes of demands made on official correspondence at present, presence of certain emotional means of expression in letters of influence, lexical composition and syntactical structure of letters, standard expressions, clichés, set phrases and fixed patterns used in business letters and some others.

The practical course consists of 6 Seminars analyzing different types of business letters. Each Seminar contains certain set phrases which are supposed to be learnt by the students, several examples of business letters for translation into Russian and at last a certain task to write some letters according to the proposed situation.

The aim of the practical part is not only to acquaint students with the phrases used in business letters and to acquire some knowledge and skills in translation them from English into Ukrainian but to teach students how to write business letters taking into account all the peculiarities and specific character of their composing.

LECTURE COURSE

LECTURE 1. THE ROLE OF BUSINESS LEGAL LETTERS IN THE DEVELOPMENT OF INTERNATIONAL RELATIONS. THEIR CLASSIFICATION

Official business letter and official business style. Strict and fixed norms of writing business letters. Entering of business letter into the sphere of international relations. Diachronic analysis of official business letters. Business letters and emotional expressive means of influence. Business letter and its status of legal document. Classification of business legal letters according to their pragmatic purpose.

At present, when international relations – economic, cultural and political – are being rapidly developed, the role of business legal letters in this development is difficult to be overestimated. Any official business letter including legal letter serves for connection of institutions, organization and firms with each other and separate persons. The specific character of business legal letters is that they do not only serve as a means of delivering information or (and exerting influence on the addressee, but appear to be legal documents. They are a variety of official business documents realizing official business style with all attributes inherent in it.

Serving to business interrelations between people business legal letter passes into the sphere of international links (for example, transportation of cargo to different ports of the world, joint cruises with foreign companies and concluding an agreement in this connection, certain agreement, contracts between interested parties (parties concerned); filing a suit for the damage done during a cargo carriage or for the failure to fulfill undertaken commitments according to the concluded agreements etc). Thus, the letter which fixes the whole process of negotiations for settlement of this conflict and the agreement reached by two parties as a result of these negotiations and in accordance with the letter of the law acquires significance and status of the legal document. Hence follows a specific character of its formalization, namely: strict sequence and accuracy in stating factual, space and time information, objectivity of estimation, precision in formulating proposed decisions. That is why the language of business legal letters is characteristic of traditional linguistic means namely: strictness of composition, the use of special phraseology and syntactical clichés, and refusal of all variety of expressive linguistic means because the language of a document demands, first of all, accuracy and impossibility of false interpretations.

Business speech because of its communicative pragmatic properties, as a rule, does not have emotional expressive nuance, emotional means of expression. But it does not mean that the style of writing (narrative style) in official business letters is always neutral in its tone. Depending on a concrete content of a letter it can be deliberately impartial, emphatically official and demanding, ironic and solemnly enthusiastic.

It was considered for a long time that the style of official correspondence represents once and for all times a given pattern of official cliché expressions and formulas of politeness subjected to demands of straightforwardness (monosemantic words and expressions) clearness, strictness of stating, in other words an official business letter was regarded as a type of communication absolutely free from displaying any kind of emotion. A letter writer was obliged to submit to the elaborated canon and conform to the strict rules which were compulsory in composing business letters. The use in official business style of some specific speech means, a characteristic of some other language styles (first of all fictional and publicistic styles) was perceived as violation of the accepted norm. The use of jargon, popular speech, colloquial and emotional tinged words, expressions or constructions was forbidden in the language of business documents.

Diachronic analysis of official business letters allows to speak of their evolution, some change of demands made on official correspondence. Under the conditions of sharp competitive struggle, high demand for quality of services, complex corporative interrelations a letter must evoke interest and attract an addressee's attention, stimulate certain positive emotions in him, create an atmosphere of successful personal contact, at last influence him to accept the decision necessary for a sender. And this requires bringing into a letter some other stylistic elements, emotional and expressive means of influence. Some foreign authors dealing with business correspondence point out the necessity of creating the atmosphere of personal contact: «when we write a letter we enter into personal relations with our reader. He has feelings like we have and we cannot ignore them. The whole secret of a good business letter consists of writing it in a simple, natural language resembling a friendly conversation». (Gartside L. Model Business letters).

In accordance with the pragmatic purpose and subject-matter of legal business letters we can single out the following types: information letters, covering letter; inquiry letter (which can be of two types (request letter and petition letter); reply to inquiries; claim (which is divided into preten- sion letter and protest letter); letter of thanks and letter of guarantee.

1. Information letter

This kind of letter represents notification of legal actions caused by basic professional activities of communicators. This is the most common type of legal correspondence which differs in its character, tone and size. For example: an impassive information-explanation from barristers directed to the Arbitration Commission or an official notice from representatives of a firm, ship agents on current affairs containing cliché phrases at the beginning of the letter: we have to note, we have to inform, we have to say, we wish to confirm, we have to ask you. These clichés sometimes have adverbs «hereby» which in this case is a legal term (Com. Russian equivalent – «этим» «настоящим»).

As an example of this kind of letter can be a dry, detailed, written in accordance with the letter of the law information letter about a contract, concluded between two firms. The letter is rich in verbs of obligations, modal verbs, complex infinitive and intensified constructions, impersonal phrases, forms of subjunctive mood, complicated syntactic structure:

«The right to withdraw the ship, however, purports to exit but, having due regard to the terms of the guarantee, payment could have been collected from Moscow Narodny Bank and it was not until the guarantee had been exhausted and the next payment due had not been paid that in our opinion the vessel could have been safely withdrawn without the right of argument».

Here is another example: a detailed information – report from barristers to the Insurance Board of ship owners concerning a legal action taken by a consignee for the done damage written on 17 pages and rich in passive voice forms, forms of subjunctive mood, numbers, figures, complex numeration, monetary units:

«The 1200 bales of woodpulp carried from Saint John to Savona under bills of lading 1,2 and 3 were bleached hardwood craft woodpulp, the same woodpulp as the Barcelona shipments about 10% of these bales destined for Savona, were noted by checkers to have their wrappers torn and chafed upon delivery at Saint Sohn.... If the claim of J.Vilaseca can be reduced to a depreciation of 2...5 % from a loss of 60 %, the total claim can be introduced and be some \$204, 338.09 excluding interest».

Information letters can also include expressive estimation elements. For example, in an information letter from agents of the suffered firm the bad condition of the carried (delivered) cargo is emphasized by the use of adverbs: so badly, far in excess, excessively, considerably, so disinte-

grated, and also by the marked estimation vocabulary (lexis): to suffer the damage, to aggravate the damage, dirty and not adequate for this type of cargo, abnormal manner etc.

2. Covering letter

This letter represents some information about a stage (details) of basic professional activities of communicators, namely a short notice about the taken steps, confirmed by documents, a list of which is enclosed. As a rule this kind of letters is characterized by a dry, official tone and accompanied by cliché formulas of politeness, such as: we would very much appreciate receiving from you...; would you be in a position to bring this question to his attention; thank you for kind cooperation; we have the pleasure in enclosing the following documents; we are at your disposal for any further information etc. and clerical words: herewith, hereto – «we enclose herewith a copy of a letter, we have pleasure in enclosing the following document herewith, the copy of their reply is attached hereto».

3. Inquiry letter

This letter may have two varieties request letters and application letters (a letter of request and a letter of application). In an inquiry letter a sender asks to confirm some facts; to collect information on the question which he is interested in; to allow certain actions etc. A letter of application bears as a rule a detailed character and is composed on behalf of a person interested in a positive solution of the question and in connection with the forthcoming consideration of this question.

A letter of request is stated briefly by the author and consists usually of one or two sentences. Rarelier, by analogy with a letter of application it can be extensive and contains a preamble. This preamble acquaints an addressee with the facts of the affair and begins with introductory phrases such as for your information or as you know... and also by the words of thanks (for the previously rendered service, hearty welcome) or it can begin with introductory sentences preparing an addressee for a positive acceptance of the request: «Although we understand the difficulties of chartering a boat, we are taking the opportunity based on our strength of passenger of last year and on the fact that we, ourselves, had managed to charter the aircrafts from London to Brindisi without any failure, to ask the Black SS Company and Morflot to charter...».

The both varieties of inquiry letters are characterized by stereotyped patterns of politeness at the beginning: we would request; we

kindly request; could you search...; could you get any information; please be kind enough to reply; we shall be pleased if you...; we should be obligated if you would confirm; we would very much appreciate receiving answers to certain questions; I should be greatly obligated if you could kindly let me know; I would very much be most obligated if you could... In the two last examples a personal character of appeals which is seen from the use of the personal pronoun «I» is intensified by emotional expressive lexis.

At the end of the letter a polite request to speed up the reply or action follows: we would like to have an answer as soon as possible, your early reply will be greatly appreciated etc.

4. Reply letter

It is usually a letter proceeding from the opposite direction, in which a reply to the put question or request is given, and some additional information is contained. This letter has very often information which is very important for an addressee. That is why a sender giving some interesting facts, and advancing his arguments very often refers to quotations from the Rules of Procedure while investigating some claim, quotations from the agents' letter who deal with this matter, refers to photo-copies enclosed in a reply letter. In order to make a reply clearer and more precise the given information is divided into paragraphs.

In reply letters there is always a reference to the previous letter of the addressee or a sender refers to his own letter which represents additional information to the given letter with obligatory indication of the date and month. Thus, reply letters differ from the previous letters by the following differential signs: quotations, presence of references, paragraphs, emphasized division with numeration of items, double date (one date belongs to a letter itself and the other date belongs to the letter which is answered (to which the reply is given): we acknowledge receipt of your letter dated 10th inst, with reference to our letter to you of the 25th ultimo [instant (inst) means current month in business letters; ultimo means last month]; with reference to our interview with you of the 27th October; referring to your letter of the 24th September; with reference to your as above letter, I think...; we confirm our interview with you..., dated 5th June.

5. Claim

This letter is represented by two kinds: pretension letters and letters of protest and contains a claim of one person or firm made on the other per-

son or people for non-fulfillment (failure to carry out) of the undertaken commitment (obligations), for example, failure to pay the promised sum of money to a ship agent; or careless attitude to their duties of confidential persons etc.

This type of letters is characterized by variation of strict pretension formulas which is expressed by the use of rational evaluated lexis and emotional expressive elements: to protest rigorously; considerable and unexpected losses; to slander in all ways and by all means; to serve faithfully and honestly since long time; unmalicious victim to their intrigues and plots; to safeguard interests in the best way; to obtain full justification; to lodge our most formal protest; to be extremely careful and others.

The graphic singling out of the pronoun «you», its repetition with the modal verb «must» stressing categorical attitude of the letter writer serve to emphasize the utterance and together with the negative estimated adjectives «illegal» and the noun «unlawfulness» exert emotional and expressive influence on the addressee: «and YOU as legal Authorities, you must realize that this is illegal and it is obvious that this unlawfulness reflects the Company's policy».

An analogous influence is created in the letter by the combination of the modal verb «must» and emotional coloured «extremely careful» expressing a reproach directed at the receiver of the letter: «The B(L Lots were badly classified as some bales from one Lot were mixed up with bales from another. As the quality – and consequently the price – differs, you must be extremely careful with the delivery, in order to avoid changes for which you would be liable».

Exclamation sentences, which are characterized by vividly expressed emotional expressive direction, can be found in the two kinds of letters: «The place is inappropriate for storage, owing to the large quantity of dust and various substances on the ground, which will damage the sheets if these become impregnated, thus making them unfit for the purpose for which they were intended causing a loss of value. There is no telling what damage might result in case of rain! You flame that I never took part in the sessions of the Arbitration Committee in Moscow. This is untrue!»

Letters of protest are always distinguished by a strict compositional construction. The whole letter is divided into small passages briefly formulating claims of the sender with each passage having a new claim. Such compositional strictness together with emotional tinged elements intensify categorical impression.

In a pretension letter written from one person besides the above mentioned means of emotional expressive influence on the addressee abbreviated verb forms, colloquial constructions and oral spoken (colloquial) phraseology are used which promotes the washing away of the genre borders of official business letters: I haven't heard anything..., it'll not be long that everything in this matter would be put into clear; unfortunately, evidently, now to come back to the assurances...; still I haven't been paid...; being frank I decided...; in my opinion, to give a better picture of...; to be in hands; besides; They slandered me...

Although pretension letters contain some features characteristic of private letters, that is some elements belonging to another style, however, they realize official business style and use mainly the elements inherent in this style. First of all it is a standard contact frame: Dear sirs..., Yours faithfully..., I remain sincerely yours. Then cliché beginning: In reference to your as above letter I think...

Pretension letters are rich in bookish lexis, legal terms, official business lexis and phraseology: to lodge a complaint, Arbitration Committee, the agreement was null and void; furthermore, for your information; you have to note; it would appear and others.

6. Letter of thanks

This is one more kind of business letters characterized by its own, differentiated (signs) means of expression and its own pragmatism. Its aim is an expression of thanks for the duties fulfilled or the favour done (for example, a letter to the captain of a chartered ship for a good service, or head of international passenger transport for according a hearty welcome or showing hospitality).

The beginning of such a letter, as a rule, contains some words of thanks, expressed by a form of subjunctive mood: we would like to express our thanks. The words of thanks are often intensified by the adverbs (indeed, very, wholeheartedly) or the verb intensifier «do»: «It was indeed very nice to see you in Moscow. I do thank you for your hospitality».

The lexis with positive connotation is used in the middle part of the letter: very pleased, sincere willingness, human approach, sincere and friendly atmosphere, warm and sincere thanks, encouraging results.

As to the tone of the letter it is usually written in a solemnly raised tone: «On our behalf we would like to thank especially all the staff of Tajikistan, who gave us the opportunity to be proud of using a Russian boat on the service between Bridinski and Kingdom...».

The formulas of politeness at the end of the letter are, as a rule, intensified by an adverb of the superlative degree or represented by forms of subjunctive mood: We would like to have...; I would very much be most obligated if you could telex...

Emotional expressive tendency of letters of thanks often depends rather on the aim set by the author of the letter than on their content. The words of thanks are usually followed a request directed to the addressee in the fulfillment of which the sender of the letter is very interested.

Letters of thanks usually have the following compositional structure: unstandard beginning with the words of thanks and expression smoothly passing into request and again a concluding phrase of thanks at the end.

7. Letter of guarantee

This letter constitutes a document-guarantee for one person (client) before the other to fulfill all the liabilities (commitments) provided for by a contact concluded between the clients.

In the preamble to a letter of guarantee, beginning with the word «Whereas», graphically singled out and separated from the following part, a reference is given to the contract concluded between two clients, their official names, the date of the conclusion of the contract, its subject and conditions are indicated. Then clauses with the detailed stating of the guarantees to be fulfilled are enumerated. This part of the letter is introduced by the graphically singled out words NOT IT IS HEREBY WITNESSED as follows.

As to the lexis a letter of guarantee is characterized by the use of legal terms: party, hereby, guaranty, term; clerical and obsolete words characteristic of official documents hereafter, the same, to witness, to appear, whereas, pursuant to; by the frequently used verb «shall» in the second and third persons, expressing obligation and usually used in documents in this meaning.

As to the syntax this letter is characterized by the complicated syntactical structure, including a ramified net of subordinate clauses: «We hereby agree that our liability under this guarantee shall not be affected in any way by any time or other indulgence which you may grant to Dorian Cruises in respect of their liability under the Principal Agreement provided it does not extend beyond the 10th March, 1990 at which date this guarantee shall expire, unless it is renewed by mutual agreement between the parties».

LECTURE 2. STRUCTURE AND BASIC FEATURES OF LEGAL LETTERS

Obligatory elements of legal business letters. Quantity and choice of elements composing legal business letters. Special arrangement of business letter components. Optional elements and their disposition. Different variants of marking of some parts. The Envelope. Arrangement and writing of addresses

LAYOUT 1

The first letter is from a private individual in Finland to a law firm in the UK. It shows the basic features of a simple legal letter.

Sender's address

In correspondence that does not have a letterhead, the sender's address is placed in the top right-hand corner of the page. Note that commas (,) do not appear after the separate lines of the address: it is not usual to put punctuation in addresses these days.

The *blocked style* is the most widely used, i.e. each line starts directly below the one above.

In contrast with practice in some countries, in the UK it is not usual to write the sender's name before his or her address. The sender's name should, however, appear in type beneath the complimentary close.

Date

The date is written directly below the sender's address, separated by a line space. In correspondence with a letterhead, it is usually written on the right-hand side of the page.

In British English, it is usual to write the day of the month first, then the month, then the year. The day should be written as a numeral, the month as a word, and the year as a numeral. No punctuation should be used between different parts of the date. For example, *3 November 2004*.

In American English, it is usual to write the month first, then the day of the month, then the year. The month should be written as a word, the day as a numeral with the abbreviation *-th*, *-st*, *-nd* as appropriate, and the year as a numeral. It is usual to place a comma after the day. For example, *November 3rd, 2004*.

Because of the differences between British and American conventions, the date should not be written in figures. To do so might be confusing. For example, *11.03.07* would mean *11 March 2007* in British English but *November 3rd, 2007* in American English.

Inside address

The inside address, the address of the person to whom correspondence is sent, is written below the sender's address and on the left-hand side of the page, and positioned so that it is visible in the envelope window.

Surname known

If you know the name of the person you are writing to, write it as the first line of the address. Include either the person's initial(s) or his / her first given name, e.g. *Mr J.E. Smith* or *Mr John Smith* not *Mr Smith*.

Courtesy titles used in addresses are:

- *Mr* (pronounced ('mistə)) is the usual courtesy title for a man. (The unabbreviated from *Mister* should not be used.)
- *Ms* (pronounced (miz) or (məs), no unabbreviated from) is used for both married and unmarried women. It is often used whether or not you know if the woman is married and it is certainly advisable to use this form of address when you are unsure, or do not know which title she prefers.
- *Mrs* (pronounced ('misiz)) may be used for married women. (The unabbreviated from is the archaic and never used *Mistress*.) The variants *Missus* and *Missis* occur in humorous or informal writing; they should not be used in legal or business contexts.)
- *Miss* (pronounced (miz), not an abbreviation) may be used for an unmarried woman.
- *Messrs* (pronounced ('mesəz), an abbreviation for the French *Messieurs*, which is never used in English legal or business contexts) is used occasionally for two or more men, e.g. *Messrs B. Johns and R.M. Hardwick*. More commonly it forms part of the name of a firm (often a partnership rather than a company), e.g. *Messrs Hardwick, Castle, and Clarke*. It is somewhat old-fashioned.

Other courtesy titles include academic or medical titles, e.g. *Doctor (Dr)*, *Professor (Prof.)*; military titles, e.g. *Captain (Capt.)*, *Major (Maj.)*, *Colonel (Col)*, *General (Gen.)*; and aristocratic titles, e.g. *Sir*, *Dame*, *Lord*, *Lady*. *Sir* usually means that the addressee is a knight, and is always followed by a first name, e.g. *Sir John Brown*, never *Sir J. Brown* or *Sir Brown*. It should not be confused with the salutation *Dear Sir*.

Esq., the abbreviation for *Esquire*, is seldom used now. It can only be used instead of *Mr*, and is placed after the name. Do not use *Esq.* and *Mr* at the same time, e.g. *Bruce Hill Esq.*, not *Mr Bruce Hill Esq.*

All these courtesy titles, except *Esq.* are also used in salutations.

Note that a full stop is often used at the end of the abbreviation if it takes the form of the first few letters of the word, e.g. *Prof.* (*Professor*) but it is not necessary if it takes the form of the first and last letter of the word, e.g. *Dr* (*Doctor*). However, some people prefer to write *Dr.*, *Mr.*, *Mrs.*, etc. with a full stop. The key point is that whatever you choose to do, you should be consistent throughout your correspondence.

❶ Sender's address	❶ Jukka Virtanen Korvatie 11A 00100 Helsinki Finland
❷ Date	❷ 7 March 20–
❸ Inside address	❸ Messrs Turner, Jones, Smith & Co. Worcester House 7 Old Hall Street Oxford OX1 7PB UK
❹ Attention line	❹ For the attention of the Residential Property Department
❺ Salutation	❺ Dear Sirs
❻ Subject title	❻ Purchase of The Croft, Whittington
❼ Body of letter	❼ Your firm has been recommended to me by one of your long-standing clients, Mr Simon Jones. Briefly, I have agreed to purchase the above property and wish to instruct a competent firm of solicitors to handle the conveyancing, I should be grateful if you would kindly send me a copy of your standard terms and conditions by return of post.
❽ Complimentary close	❽ I look forward to hearing from you. Yours faithfully
❾ Signature	❾ Jukka Virtanen (Mr) Jukka Virtanen

Job title known

If you do not know the name of the person you are writing to, but know their job title, you can use that in the inside address. Titles used in law firms and firms with legal departments are:

- Associate (Associate Lawyer)
- Attorney
- Chief Legal Counsel
- Director
- Director of Legal Affairs
- Legal Adviser
- Legal Assistant
- Legal Counsel
- Legal Executive
- Managing Partner
- Paralegal
- Partner
- Personnel Manager
- Secretary
- Senior Attorney
- Senior Partner
- Solicitor

Department known

Alternatively, you can address your letter to a particular department of the firm. All but the smallest law firms, in addition to having some of the departments common to general commercial firms (e.g. The Accounts Department, The Human Resources Department), organize their legal practices into departments which cover different areas of law. Some law firms cover most major areas of legal practice, but others specialize only in certain areas of the law and will accordingly have departments that specialize in narrow subbranches of these areas.

Names of departments found in medium sized general legal practices include:

- Commercial Litigation Department
- Commercial Property Department
- Company and Commercial Department
- Criminal Law Department
- Employment Law Department
- Family Law Department

- Immigration Department
- Personal Injury Department
- Probate, Tax, and Wills Department
- Residential Property Department

Firm known

Finally, if you know nothing about the firm and do not know which person or department your letter should go to, you can simply address the letter to the firm itself, e.g. *Messrs Turner, Jones, Smith & Co.*

FAO

FAO (for the attention of) is an abbreviation commonly used at the start of the address (outside or inside) to ensure that a letter reaches a named individual in an organization

Order of inside address

After the name of the person and / or firm receiving the letter, the recommended order and style of addresses in the UK is as follows:

- Name (if any) of house or building
- Number of building and name of street, road, avenue, etc.
- Name of town or city
- Postcode
- County (where appropriate)
- Name of country (if the letter is going abroad)

Worcester House
7 Old Hall Street
Oxford
OX1 7PB
UK

In other European countries, the number of the building may be placed after the name of the street, and the postcode in front of the town. For example:

Korvatie 11A
00100 Helsinki
Finland

It is simplest to follow the above order and style, though variations are possible. For example, the name of the county may be omitted, especially if the city is a large one; the postcode may be written on the same line as

the town; the name of the town, as well as the country, may be in capital letters. As a general rule, the name of the county is only needed if the postcode is not included in the address.

Attention line

An alternative to including the recipient's name or job title in the address is to use an *attention line*

Salutation

Dear Sir opens a letter written to a man whose name you do not know.

Dear Sirs is used to address a firm where at least one of the members of the firm is male. When writing to American firms, *Dear Sir or Madam* is preferred, since it does not assume that the person who opens the letter will be a man.

Dear Mesdames is used to address a firm (rare!) where all the members are female.

Dear Madam is used to address a woman, whether single or married, whose name you do not know.

Dear Sir or Madam (or *Dear Sir / Madam*) is used to address a person when you do not know their name or sex.

When you know the name of the person you are writing to, but do not know them well, the salutation takes the form of *Dear* followed by a courtesy title and the person's surname. Initials or first names are not used with courtesy titles, e.g. *Dear Mr Smith*, not *Dear Mr J. Smith* or *Dear Mr John Smith*. Persons whom you know well can be addressed using just their first name, e.g. *Dear John*. However, although these used to be firm rules in the UK and the reader would be well advised to follow them, practice is changing. Do not be surprised if the other party uses your first name; once the other party has so addressed you, it is usually safe to do the same,

A comma after the salutation is optional, i. e. *Dear Mr Smith*, or *Dear Mr Smith*

Subject title

In most legal communication, it is customary to include a *subject title*, which should comprise a brief description of the matter you are writing about. This saves the trouble of introducing the subject in the first paragraph, it immediately draws attention to the topic of the letter, and allows the writer to refer to it throughout. The nature of the subject title varies according to the type of legal business be-

ing handled. The variation often depends on whether the type of legal business is non-contentious (i.e. not involving court proceedings) or contentious (involving court proceedings).

For example, in a property sale (non-contentious) it is usual to put the address of the property:

Sale of 25 Hamley Drive, Groundwich

When the letter concerns litigation (is contentious), and the case has actually begun in court, the subject title may contain the standard case notation:

Bromley v .Arthurs

In correspondence between law firms, both of which are acting for a different client, whether on contentious or non-contentious business, a customary addition to the subject title is to identify the clients, e.g.:

Your client: John Smith

My client: Mary Pearce

Sale of 25 Hamley Drive, Groundwich

It is possible, but not necessary, to begin the subject title with *Re* {with regard to), e.g. *Re: Sale of 25 Hamley Drive, Groundwich*. When sending email messages this may even be confusing as *RE* is short for *reply*. In addition, it is worth noting that *Re.* is sometimes used as standard case notation in reports of certain types of legal cases.

Body of letter

The blocked style, with each line beginning directly below the one above, without indentation, is the one most often used for the body of the letter. The start of a new paragraph is indicated by a line space.

Complimentary close

If the letter begins *Dear Sir, Dear Sirs, Dear Madam, Dear Mesdames, or Dear Sir or Madam*, the complimentary close should be *Yours faithfully*. When writing to American firms, *Respectfully yours* (very formal) or *Yours truly* (less formal) should be used.

If the letter begins with a personal name, e.g. *Dear Mr Jones, Dear Mrs Brown, or Dear Ms Porter*, it should end with *Yours sincerely*. The American equivalent is *Sincerely yours*.

A letter to someone you know well may close with a number of different informal phrases. Examples include:

- Kind regards
- Regards
- Best
- With best wishes
- With best regards
- Best wishes
- Best regards

Avoid closing your letter with old-fashioned phrases, e.g. *We remain yours faithfully*.

Commas after the complimentary close are generally not used in legal letters. The complimentary close is usually placed on the left, aligned under the rest of the letter.

Signature

In many law firms, letters addressed to another law firm or an organization start *Dear Sirs* and are signed with the name of the firm.

Otherwise, and in correspondence with a client, always type your name and, if relevant, your job title below your handwritten signature. This is known as the *signature block*.

It is a matter of choice whether you sign with your initial / s, e.g. *D. Jenkins*, or your full given name, e.g. *Duncan Jenkins*, and whether you include your courtesy title in your

TITLE	STATUS	COMPLIMENTARY CLOSE
Mr	married or unmarried male	Yours sincerely
Mrs	married female	Yours sincerely
Miss	unmarried female	Yours sincerely
Ms	married or unmarried female	Yours sincerely
Sir	male – name not known	Yours faithfully
Madam	female – name not known	Yours faithfully
Dr(Professor) General	may be a male or female	Yours sincerely

signature block. But if you include neither your given name nor your title, your correspondent may not be able to identify your sex and may give you the wrong title when he or she replies.

LAYOUT 2

The second letter is the firm's reply to the letter from the prospective client in Finland. It shows some more features of a typical legal letter.

Letterhead

The printed letterhead of a firm gives a great deal of information about it.

Type of firm

Most traditional law firms are in fact partnerships. This means that the profits of the firm are shared among its partners in accordance with the terms of their partnership agreement. The partners have joint and several liability in law, which means that if the partnership incurs debts both all the partners together and each individual partner can be sued for repayment of the debts.

The names of the partners are often included in the letterhead, either at the bottom or in a column on either side of the text.

Address

In addition to the address of the office from which the letter is being sent, the letterhead may also give the address of the head office and any branches or other offices the law firm maintains.

Telephone and fax numbers will also be included. The majority of law firms nowadays also use email and maintain a website, in which case these will also be included.

References

References are often quoted to indicate what the letter refers to (*Your ref.*) and the correspondence to refer to when replying (*Our ref.*). The majority of law firms use references to identify

- 1) the writer of the letter,
- 2) the client about whom they are writing, and
- 3) the number of the case. Firms usually adopt a relatively simple system for identifying client and case in the reference. For example, in the reference *RJ(SMIT.10-3)*:

RJ identifies the lawyer handling the case –perhaps Richard Jones, for example

SMIT means clients whose surnames begin with SMIT (e.g. Smith)

10 identifies a particular client named Smith

3 identifies the third matter that the firm has handled for this client

Per pro

The abbreviation *p.p.* sometimes appears in signature blocks. It means *per pro* i.e. *for and on behalf* of and is used when someone – often an assistant or secretary – signs a letter on behalf of a colleague.

Enclosures

If there are any documents enclosed with a letter, although these may be mentioned in the body of the letter, it is also common to write Enc. or Encl. below the signature block. If there are a number of documents, these may be listed, e.g.:

Enc.

1. *Draft contract*
2. *Licensing agreement*
3. *Power of attorney*

Private and confidential

This phrase may be written at the head of a letter and, more important, on the envelope – often in the top left-hand corner, in cases where the letter is intended to be read only by the addressee. There are many variations of this phrase, e.g. *Confidential*, *Strictly confidential*, *To be opened by the addressee only* – but there is little difference in meaning between these phrases.

In practice, all lawyers and their staff are under a professional duty of strict confidentiality in relation to their client's affairs. Most law firms have in-house procedures that govern how incoming post is dealt with. Frequently, all incoming post is sorted by a member of staff (or, in a larger firm, a small team of staff) according to established rules. Typically, these may be as follows:

All envelopes addressed simply to the firm as a whole are opened, and the contents are transferred to individual recipients, either a) on the basis of the reference quoted in the letter, or b) where there is no reference, as in a new enquiry, according to the type of legal matter indicated by the contents.

All envelopes addressed to individuals are transferred to individual recipients unopened.

Therefore, in most cases writing *Private and confidential* on the envelope simply acts as an extra safeguard of confidentiality.

① Letterhead

①

TURNER JONES
SMITH & CO.

7 Old Hall Street
Oxford
OX1 7PB
telephone: +44 (0) 186537522
fax: +44 (0) 186537523
e-mail: info@tjs&co.com

② References

②

Your reference

Our reference

Date

GL(VIR.1-1

12 March 20–

Mr J. Virtanen
Korvatie 11A
00100 Helsinki
Finland

Dear Mr Virtanen

Purchase of The Croft, Whittington

Thank you for your enquire. I confirm that this firm would be glad to act on your behalf in relation to this transaction. This matter has been passed to me to deal with, as a Senior Assistant Solicitor in this firm's Residential Property department.

I enclose a copy of our standard client care letter in duplicate. This sets out our terms and conditions. Please read these through, and, if they are acceptable to you, kindly sign and return the duplicate copy.

I look forward to hearing from you.

Yours sincerely

Louise Duncan

③ Per Pro

③

p.p. Geoffrey Lamb
Senior Assistant Solicitor

④ Enclosure

④

Enc.
Client care letter

Copies

When copies are sent to people other than the named recipient, *c.c.* (*carbon copy*) is added at the end of the letter, before the name of the recipient(s) of the copies, e.g.:

c.c. Messrs Turner, Jones, Smith & Co.

Sometimes you will not want the named recipients to know that other people have received copies. In this case, *b.c.c.* (*blind carbon copy*), and the name(s) of the recipient(s), are added on the copies themselves, although not, of course, on the top copy. These abbreviations are also used in emails and faxes, and mean exactly the same thing.

The reference to «carbon copies» is strictly anachronistic, and relates to the time when official correspondence was produced on typewriters in three copies, each of a different colour. This method of producing correspondence disappeared when wordprocessing techniques became standard, but the convention of referring to carbon copies remains in use as described above.

ADDRESSING ENVELOPES

Envelope addresses are written in a similar way to inside addresses. But in the case of letters within or for the UK, the name of the town and the country may be written in capital letters, and the postcode may be written on a line by itself.

Ms R. Bannister
33 Church Road
BOURNEMOUTH BH17QD
Dorset

Messrs Sandford, Gleason & Co
3-5 Hinchley Avenue
LONDON
WIN 6UZ

CLIENT CARE LETTER

A client care letter, or terms and conditions letter, is sent to all new clients. It sets out the terms and conditions on which the solicitor will work for the client. In effect, it forms the contract between the solicitor and the client according to which the solicitor provides professional services and the client pays for them.

The terms and conditions letter has three main purposes:

It deals with issues relating to the management and conduct of the client's case.

It sets out the solicitor's terms of business.

It raises certain regulatory matters which the solicitor is obliged to advise the client about.

Generally, these are legal requirements which govern the way in which solicitors may carry out work for clients.

The client care letter is sometimes referred to as a «retainer letter». When it is signed by the client it becomes the contract for services supplied by the law firm (i.e. the services for which the firm is *retained* by the client).

**Client care
(terms and
conditions)
letter**

This is a fairly comprehensive terms and conditions letter sent by a partner in a medium-sized provincial law firm

GUMBER & PARTNERS SOLICITORS

1 Amberton Road, Leicester LE2 9 TV

Telephone +44(0)116892445, Fax +44(0)116892446

e-mail: 'enq@g&p.co.uk

Your ref

Our ref JTF(DAN.2-1

3 August 20-

Mrs E. Dancey
1B The Brambles
Leicester
LE1 8RC

Dear Mrs Dancey

Thank you for instructing Gumber & Partners to act on your behalf. I set out below the terms and conditions on which your case will be conducted.

Management of matter

I am a partner in this firm and will have overall responsibility for your case. Work will be delegated to other staff as and when appropriate.

If you have any queries at any stage, they should be raised initially with me.

If I am unable to resolve the matter to your satisfaction, please contact our client care partner, Ms Felicity Materson. The matter will then be investigated under our client complaints handling procedure with a view to resolving any differences. The result of any investigation will be notified to you as soon as possible. If we can not resolve the matter to your satisfaction, the Law Society provides a complaints and redress system.

Terms of business

Basis of charging

This firm's general practice is to charge on a time basis. My charging rate is £195 per hour.

Other applicable current hourly rates are:

- Partners / associates: £155-£195
- Solicitors / consultants: £125-£165
- Legal executive: £110-£140
- Administrators / case workers: £75-£140
- Trainee solicitors: £90
- Secretaries: £50
- All routine letters and telephone calls are deemed to be six-minute time units for the purposes of charging.

Our charges are reviewed annually and we will advise you of any increase or variation made. We are obliged to add to our charges VAT, currently at the rate of 17.5%.

It may be necessary from time to time to pay other expenses. These may include court and search fees, payments to counsel, valuations, travel expenses, and bank transfer fees. Some, but not all, of these costs attract VAT.

In the event that we are obliged to carry out urgent or particularly complex work on your behalf, or if we are required to carry out work after 8 p.m. or overnight or at weekends, a mark-up of 50% will be added to our charges.

Payments on account

This firm reserves the right to request payment on account where a matter is long-running or where significant costs will be incurred. All payments made on account will be placed in a client account in your name. Further payments may be requested as the matter progresses.

Billing periods

We send out bills at six-monthly intervals or when unbilled fees, disbursements, and expenses excluding VAT exceed £2,500, whichever is the sooner. However, we reserve the right to bill at two-monthly intervals if costs rise very quickly.

Terms of settlement

All our bills must be settled within 30 days, unless agreed otherwise.

We add interest to unpaid bills at the rate of 8% per annum, commencing from the expiration of the 30-day payment period.

The firm reserves the right to cease to act, and, where appropriate, to withdraw from the court record if

1 invoices are not settled within 30 days and the firm believes that the level of invoices delivered and unpaid is unacceptable, or

2 payment on account has been requested and you do not within 14 days send the funds requested.

Regulatory matters

Money laundering

The firm is obliged to obtain satisfactory evidence of the identity of its clients. If we are not familiar with you, we may ask you to produce evidence of your identity (e.g. passport or driving license). We must cease to act where such evidence has been requested and is not produced within 14 days.

Data protection

The Data Controller for the purposes of the Data Protection Act 1998 is David Berkeley and any information provided by you to us will be used solely for the purposes of carrying out instructions received from you.

However, from time to time it may be necessary to release information on a strictly confidential basis to other advisers, for example, counsel or accountants.

Financial services

We are not authorized to provide financial services under the Financial Services and Markets Act 2000 but are able in certain circumstances to offer to clients a limited range of investment services by virtue of our membership of the Law Society. We are able to provide these services where they form an incidental part of professional services we have been engaged to provide.

Standard of work

We shall provide a friendly and efficient service. We are audited by external auditors from time to time, including the Legal Services Commission and the International Organization for Standardization. During the course of audits, your files may be checked but the information in them will remain confidential.

E-mails

If you contact us by email or print an email address on any letters we receive from you, we shall assume that you have no objection to its use.

We assume that we have the right to communicate in the course of business using un-encrypted email.

We cannot accept responsibility for intercepted emails or viruses. We will assume safe arrival of emails 24 hours after they are sent.

Storage of papers

Unless we receive written instructions to the contrary, we shall keep your papers for at least seven years, after which they will be destroyed.

Any deeds, documents, or wills deposited in safe custody will not be destroyed.

No charge will be made for retrieval of files, although we may charge for producing particular documents to you.

On conclusion of a matter, we reserve the right to publicize the fact that we have acted for you.

Other matters

For insurance and safety reasons, we will only accept cash payments below the sum of £250. We reserve the absolute right to refuse to issue cheques or other forms of payment to third parties.

If the need arises for us to refer matters pursuant to the Proceeds of Crime Act 2002, you will by agreeing to these terms waive your right to legal professional privilege.

Governing law

The terms of this letter are governed by the laws of England and you irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter.

Agreement

If you agree with the terms set out above, please sign and return one copy of this letter.

If you continue to instruct me before signing this letter, I shall deem you to have agreed the terms and conditions set out in this letter.

Yours sincerely

Jane Fletcher

Jane Fletcher (Mrs.)

Partner

Your signature

I confirm my agreement to the terms of business set out in this letter.

Authorized signatory _____

Date _____

Points to remember

Letters

Many of these points apply to faxes and emails as well.

1. The layout and presentation of your letter are important as they give the recipient the first impression of your company's efficiency.
2. Write both the sender's and the recipient's address in as much detail as possible and in the correct order.
3. Make sure you use the recipient's correct title in the address and salutation. If in doubt as to whether a woman is single or married, use *Ms*.
4. Write the date like this: *2 November 20--*.
5. Do not write the month of the date in figures.
6. Choose the correct salutation and complimentary close

Dear Sir (Madam with Yours faithfully

Dear Mr. (Ms Smith with Yours sincerely

1. Make sure your references are correct.
2. Make sure that you include an accurate subject line— one which will enable the recipient to identify at a glance the matter you are writing about.
3. Make sure your signature block tells your reader what he or she needs to know about you.

LECTURE 3. STYLE AND LANGUAGE OF LEGAL LETTERS.

Planning your letter. Clarity. Grammar. Simplicity. Courtesy. Idioms and colloquial language. Accuracy. Conventions.

LEGAL DOCUMENTS

It is important to remember that legal correspondence is only a small part of the writing done by lawyers. Most lawyers also spend a considerable amount of time creating legal documents, which may be intended for use either in court proceedings or in non-contentious business such as sales of land, goods, or services.

Typical documents prepared by lawyers for use in court include STATEMENTS OF CASE, WITNESS STATEMENTS, DIVORCE PETITIONS, PETITIONS FOR BANKRUPTCY, and AFFIDAVITS

Typical documents prepared by lawyers for non-contentious purposes include TRANSFERS OF LAND (OR LAND TRANSFERS), CON-

TRACTS FOR SALE OF GOODS, WILLS, DEEDS, ARTICLES OF ASSOCIATION FOR COMPANIES, LICENCES, OPTIONS.

The style of writing used in legal documents differs from the style used in legal correspondence. This is because the purpose of legal documents is different.

Most legal documents used in court proceedings either act as evidence in support or defence of some claim, or make allegations and arguments in support or defence of a claim. Most legal documents used in non-contentious business record an agreement between parties. Such documents are intended primarily to regulate all aspects of the agreement reached between the parties. They lay down the obligations each party must carry out and specify the consequences of failure. They are intended to be legally effective in court. Consequently, the language used in legal documents displays certain typical features which often make them difficult to read. These include:

- *Use of terms of art.* These are words which have a precise and defined legal meaning. They may not be familiar to the layperson, but cannot be replaced by other words. Examples of terms of art include *lien* (the right of one person to retain possession of goods owned by another person until the possessor's claims against the owner have been satisfied), and *indemnity* (an agreement by one person to pay to another sums that are owed, or may become owed, to him or her by a third person).
- *Use of defined terms.* Many legal documents contain a definitions section in which the parties agree that certain words used repetitively throughout the document shall have an agreed meaning. For example, the parties may agree that the words «completion date» shall mean 12 May 2006, or that the words «the Company» shall mean a company called Greystokes Ltd.
- *Use of obscure legal terminology.* This can be confusing to the layperson, either simply because the language is unfamiliar, or because the words used have a different meaning in ordinary English. For example, in legal English the word *construction* is often used to mean *interpretation*, *furnish* is used to mean *provide*, and *consideration* refers to the price agreed between the parties to a contract.
- *Use of doublets and triplets.* These are series of words used in place of one word for reasons of legal tradition. Examples include *null and void*, *all and sundry*, and *give, devise, and bequeath*.

- Repeated use of the words *shall* and *must* to express obligations, and *may* to express discretions (where the parties are entitled to do something but are not obliged to do it).
- *Lack of punctuation*. Many legal documents, e.g. leases, contain little punctuation; even full stops are often omitted.

LEGAL CORRESPONDENCE

The writing used in legal correspondence usually has a different purpose. It is generally intended to provide information and advice, to put forward proposals, and to provide instructions to third parties.

The main aims of legal correspondence in all cases are clarity and accuracy. However, the style of correspondence will differ slightly according to whom the correspondence is being written for.

Letter to another lawyer

This letter relates to a claim for compensation made in a personal injury case

TURNER JONES
SMITH & CO.

7 Old Hall Street
Oxford
OX1 7PB
telephone: +44 (0) 186537522
fax: +44 (0) 186537523
e-mail: info@tjs&co.com

Your reference HB(BAN.7-2
Our reference LD(VIR.1-1
Date 12 March 20–

Messrs Pearson and Wain
16 Friars Avenue
Reading
RG17FG

Dear Sirs

Our client: Gail Angus

Your client: Banner Insurance Ltd

Thank you for your letter of 5 March. We are pleased to note that liability is no longer in dispute.

We enclose by way of service the following documents:

- 1 Copy of medical report prepared by Dr L. Hobson.
- 2 Copies of our client's payslips for the six months preceding our client's accident.

Kindly acknowledge receipt.

You will note that Dr Hobson's opinion is that our client will be able to return to full-time employment within about four months. Therefore, in addition to general damages, our client will be seeking compensation for loss of wages calculated from the date of the accident to a date four months hence.

There are further expenses which our client has incurred as a direct result of the accident. These include medical, care, and travel expenses. We will revert to you shortly with the schedule of special damages.

Yours faithfully

Turner, Jones, Smith & Co.

Turner, Jones, Smith & Co.

Enc. 1 Medical report 2 Copies of pay slips

When writing to another lawyer, the writer can assume that legal jargon and terms of art will be understood and do not need to be explained. When writing to clients and other third parties, this assumption cannot be made; care should be taken to explain legal technicalities in terms that a layperson can understand.

Letters to other lawyers

These letters may cover a whole range of different matters, according to the type of legal business that is being handled. Typically, letters between lawyers are formal in tone, observe certain standards of professional courtesy, are carefully worded, and are written in order to move the client's case forward. They may, for example, put forward offers or counter-offers, propose timetables for the completion of certain steps, make allegations, refute allegations, put forward legal analysis, serve documents upon the other party, and request or provide information.

In the example letter on the previous page, Gail Angus has been in an accident which was caused by someone insured by Banner Insurance. Some special vocabulary is used in this letter. The reference to LIABILITY being no longer in dispute means that Banner Insurance accept that

the person they insured was at fault in causing the accident, and that therefore they must pay compensation to Gail Angus. Therefore, her solicitors are writing to Banner Insurance to provide evidence supporting the compensation sought. They *serve* the documents (in this case they enclose the documents by way of service) upon Banner Insurance, which means that they are sent formally in accordance with court directions.

Ms Angus can obtain compensation for the pain and suffering caused by the accident. These are the general damages. She can also obtain compensation for particular sums of money lost or expended as a result of the accident, such as wages. These are the *SPECIAL DAMAGES*. The *schedule of special damages* is a formal document which sets out the exact sums claimed as special damages.

Letters to clients

The main purposes of the correspondence written by the lawyer to the client are to provide legal advice, request information, provide information, request further instructions from the client, advise as to the progress of the case, and provide documents that the client needs.

The language used in this letter is adapted to the needs of the client. Laura Davies avoids using legal vocabulary that the client may not understand. Where it is necessary to use legal vocabulary (the schedule of special damages), she takes the trouble to explain what it means.

Letters to third parties

Lawyers need to write to a wide range of third parties. For example, in contentious cases, lawyers need to correspond with the court, with barristers briefed to represent the client in court, and possibly with witnesses who will give evidence in court. They may also need to write letters to instruct experts and professional advisers to prepare reports on behalf of clients. For example, in personal injury cases, it is customary for one or more medical reports to be prepared detailing the client's injuries and prognosis. (If there is an exchange of letters in which one or both parties are seeking a settlement through negotiation, a letter may be headed «without prejudice». In non-contentious cases, lawyers need to correspond with various agencies such as Companies House or the Land Registry, and also with professional advisers (e.g. with accountants on a company share sale).

It will be noted that the language contained in this letter is more formal than in the letter to Ms Angus, but steers clear of obscure legal terminology.

Letter to a client

In this letter a solicitor brings a client up to date on their case for damages for loss of wages and other expenses arising from an injury

**TURNER JONES
SMITH & CO.**

**7 Old Hall Street
Oxford
OX1 7PB
telephone: +44 (0) 186537522
fax: +44 (0) 186537523
e-mail: info@tjs&co.com**

Your reference

Our reference

Date

LD(VIR.1-1
17 March 20–

Ms G.Angus
71 Parker Road
Oxford
OX2 6 FT

Dear Ms Angus

Your accident

I am pleased to be able to report that after receiving the statements of Brian Jennings and Clare Newman who, as you will remember, saw your accident occur, Banner Insurance have indicated that they will not fight your claim. Therefore, what we need to do now is finalize the sum claimed from Banner Insurance and agree this with them.

I have now received the medical report requested from Dr Hobson, a copy of which I enclose for your reference. You will see that Dr Hobson believes that you will be able to return to full-time work within four months. Therefore, you will be able to claim compensation for loss of wages from the date of the accident to a date four months hence. You will also be able to claim compensation for other expenses incurred as a result of the accident. I have the details of these expenses on file and will shortly put together a schedule of special damages. This is a document showing all the expenses which you have incurred as a result of the accident, which we will claim from Banner Insurance. Once it is ready, I will forward a copy to you for discussion.

I will be in touch again shortly. In the meantime, do not hesitate to contact me or my assistant, Jane Seaforth, if you have any queries.

Yours sincerely

Laura Davies

Laura Davies (Ms)
Partner

Enc. Medical report

**Letter to a
third party**

In this letter a solicitor writes to the doctor of a client seeking a medical report for use in pursuing a claim for damages arising from the client's injury

**TURNER JONES
SMITH & CO.**

Your reference

Our reference

Dat

Dr L Hobson
The Denton Practice
136 Ifford Road
Oxford
OX2 1DR

Dear Madam

Ms Gail Angus

We act for Ms Angus in relation to an industrial accident she suffered on 22 August last year. We understand that you are Ms Angus's general practitioner.

Ms Angus is pursuing a claim for compensation in relation to her accident, and it will be necessary to have a medical report from you in order to assist her in this claim.

7 Old Hall Street

Oxford

OX1 7PB

telephone: +44 (0) 186537522

fax: +44 (0) 186537523

e-mail: info@tjs&co.com

LD(VIR.1-1

17 March 20–

We enclose our client's signed form of authorization together with her statement relating to the accident, and should be grateful if you would prepare a short report dealing with the following issues:

1. The nature and extent of the injuries suffered by Ms Angus.
2. Whether these are consistent with the account of events contained in the enclosed statement.
3. The likely prognosis: please indicate whether you expect Ms Angus to make a full recovery, whether she will be able to return to full-time work, and, if so, when.

We look forward to hearing from you. If you require any further information or assistance, please do not hesitate to contact our partner, Laura Davies, or her assistant, Ms Jane Seaforth.

Yours faithfully

Turner, Jones Smith & Co.

Turner, Jones, Smith & Co.

Enc.

- 1 Signed form of authorization
- 2 Statement of Gail Angus

PLANNING YOUR LETTER

Clarity of expression comes from clarity of thought. Start by considering the overall purpose of your letter. Think about what you are going to say and how you are going to say it. Ask yourself these questions:

- What am I trying to say?
- Who am I trying to say it to?
- What do they need to know?
- What sort of tone should I adopt?
- What words will express what I am trying to say?
- How will I structure what I am going to say?
- How can I divide my writing into manageable sections?
- Could I make it shorter?

Paragraphs

Your letter should be divided into manageable sections using paragraphs. Paragraphs should not be defined by length. They are best treated as units of thought. In other words, each paragraph should deal with a single thought or topic. Begin a new paragraph when shifting to a new thought or topic.

Paragraphs should start with the main idea, and then deal with subordinate matters. The writing should move logically from one idea to the next. It should not dance about randomly between different ideas.

The paragraphs in legal letters are sometimes numbered, to break up the text and make individual paragraphs in the letter easier to refer to. Numbered paragraphs are more suitable in some types of legal correspondence than in others. They are particularly suitable in longer letters, for example, when 1) outlining steps to be taken, or 2) enumerating different parts of a legal argument. They are less suitable when the letter is short and / or its content is largely descriptive or non-technical.

One-sentence paragraphs should not be used too often, but can be useful in certain circumstances.

Pay attention to the way the paragraphs look on the page. Text evenly divided into manageably sized paragraphs, with occasional shorter ones, looks inviting to the reader. Huge, unbroken sections of text are very off-putting to the reader and should be avoided. So, too, should untidy sequences of very short paragraphs.

First paragraph

The opening sentence or paragraph is important as it sets the tone of the letter and creates a first impression.

If you are replying to a previous letter, start by thanking your correspondent for their letter:

Thank you for your letter of 5 May 2006.

If you are writing to someone for the first time, use the first paragraph to introduce yourself, the subject of the letter, and why you are writing:

We act on behalf of Smith Holdings Ltd and write concerning the lease on 22 Fairfields Avenue, Farnley Trading Estate.

Middle paragraphs

The main part of your letter will concern the points that need to be made, answers you wish to give, or questions you want to ask. The exact nature of these will depend very much on the type of letter being written.

Final paragraph

At the end of your letter, if it is to a client or to a third party, you should indicate that you may be contacted if your correspondent requires further information or assistance. If appropriate, you might also indicate another person in your office who may be contacted if you are absent. For example:

Please do not hesitate to contact me, or my assistant, John Bowles, if you require any further information.

However, it is not usual to do this in a letter to another lawyer acting for another party in a case.

Clarity

Once you have planned the basic structure of your letter, and know roughly what kinds of paragraphs you are going to need, clarity can be achieved by paying attention to the smaller units of writing that you will be creating – that is, the sentences and words.

Sentences

Keep sentences as short as possible. This does not necessarily mean that all sentences should be short (which might create a displeasing, staccato effect) but that all unnecessary words should be removed.

Try to have only one main idea per sentence. Where you want to add more than one piece of additional information about a subject introduced in a sentence, consider starting a new sentence. Also consider the sequence in which information is presented in a sentence. In general:

1 Start with the most important piece of information, then deal with lesser matters. This may mean that you will need to use more than one sentence in order to establish a natural priority of information. For example:

The company specializes in pharmaceutical products. Its headquarters are in Oxford, and it made a record profit last year.

instead of:

The company, the headquarters of which are in Oxford, specializes in pharmaceutical products and made a record profit last year.

2 State the general rule before any exception to the rule, not the other way about. For example:

The goods must be delivered within 21 days of an order being received, unless more than 100 units are ordered.

instead of:

Unless more than 100 units are ordered, the goods must be delivered within 21 days of an order being received.

If you can cut words out without affecting the meaning of the sentence, do it. It will make your writing much more vigorous. In particular, pay attention to phrases which introduce new pieces of information or argument. These can often be reduced to single words. For example, *have a detrimental effect upon* can usually be reduced to *harm*, and *notwithstanding the fact that* can usually be reduced to *despite* or *although*.

Words

Use the words that convey your meaning

Use the words that convey your meaning, and nothing more.

Never use words simply because they look impressive and you want to try them out, or because you like the sound of them. There is a tendency in legal writing to use unnecessary, obscure words rather than their ordinary equivalents, perhaps out of a feeling that the obscure words are somehow more impressive. Never use a long word where a short one can be used. For example, avoid words like *notwithstanding* where simple words like *despite*, *still*, or *even if* can be used instead.

Never use a phrase where you can use one short word. There is a creeping tendency to include unnecessary phrases like *with regard to*, *with respect to*, *in reference to*, and *so on*, instead of *about*.

Use ordinary English words where possible

Do not use a foreign phrase or jargon if you can think of an ordinary English word which means the same thing. For example, do not write *modus operandi* when you can write *method*, nor *soi-disant* when you can write *so-called*.

In legal English, this is more difficult to achieve in practice than it is in ordinary English, because much of the terminology used (*inter alia*, *ab initio*, *force majeure*, *mutatis mutandis*) comes from French and Latin. These phrases often act as shorthand for a longer English phrase. For example, *inter alia* comes out in English as «including but not limited to».

Therefore, as a rule of thumb, the use of a foreign phrase is permissible 1) when it is in common use in legal writing, and 2) when it expresses a legal idea more succinctly than can be achieved in English. Your choice of vocabulary – between English or French and Latin – will also be influenced by who you are writing to.

Avoid legal jargon

Do not use legal jargon or terms of art in a letter to a client or other non-lawyer unless it is unavoidable. In such cases, consider whether you need to explain what the words you have used mean.

Grammar

Avoid negative structures

Avoid negative structures where possible. There is a tendency in much business and legal writing to try to soften the impact of what is being said by using not un- (or not im-, il-, in-, etc) formations such as:

- *not unreasonable*
- *not impossible*
- *not unjustifiable*
- *not unthinkable*
- *not negligible*

Such structures make what you are saying less clear and definite. They become very hard to follow when more than one is used within a single sentence, e.g.:

It is not impossible that this matter will have a not inconsiderable bearing upon our decision.

Translated into ordinary English, this reads:

It is possible that this matter will have a considerable bearing upon our decision.

or:

This may considerably influence our decision

Use active verbs

Use active verbs rather than nominalizations where possible: *consider* instead of *give consideration to*; *oppose* instead of *be in opposition to*; *contravene* instead of *be in contravention of*. In the longer phrases, known as nominalizations, a verb has become buried in a noun. Anglo-American lawyers particularly are addicted to them.

The use of nominalizations makes writing longer and less dynamic. For example:

We are in agreement that our firm will give consideration to the documents.

This sentence would be better expressed:

We agree that our firm will consider the documents.

However, there are certain occasions in legal writing when nominalizations are appropriate. For example, lawyers *don't agree to arbitrate* but *to go to arbitration*: *arbitration* is a defined legal process and should be referred to in its nominal form.

STYLE AND LANGUAGE (INCLUDING TONE)

Simplicity

A traditional problem of legal correspondence is its tendency to be pompous, obscure, and verbose. This problem is often worsened by a failure to simplify or explain complex legal jargon for the benefit of laypersons. Here is an example of such writing; the letter is likely both to antagonize and to mystify the recipient.

Dear Madam

We have been appointed to act on behalf of your spouse, Mr. Gerald Taggart, in connection with your matrimonial situation. Our client has informed us that the matrimonial relationship has irretrievably broken down by reason of a new relationship which you have formed with one Arthur Longsdale. We understand that this is a matter that you would in no way seek to deny in any future divorce proceedings. This being so, we have advised our client that he would have grounds to present to the court a petition for divorce based on your adultery, and we are in receipt of his instructions to pursue the same!

We would respectfully advise you to seek independent legal advice from solicitors of your choice upon the contents of this letter, and we should be obliged to hear from the same at your earliest convenience.

Yours faithfully

The above letter could be written in much simpler language, as here.

Dear Madam

We have been consulted by your husband regarding your marriage. He has told us that you have now formed a new relationship with Arthur Longsdale, and that you would be prepared to admit to this. If so, this would mean that your husband would be entitled to commence divorce proceedings against you based on your adultery with Mr. Longsdale.

Your husband has asked us to prepare a divorce petition based on your adultery and this will be sent to the court shortly.

We would recommend that you consult another firm of solicitors about the contents of this letter, and look forward to hearing either from them or from you shortly.

Yours faithfully

Courtesy

Your style should not, however, be so simple that it becomes rude or abrupt, or begins to sound naive. Here is an example of a letter that is too short and simple.

This letter sounds unprofessional. It would be likely to give a poor impression of the credibility of the law firm that sent it.

Dear Sir

Our client: Grange Supplies Ltd

Outstanding invoice for supplies of office stationery

We saw Mr. Grange of Grange Supplies today. He told us that they sent you a bill for £10,750 four months ago with a payment period of 28 days. You have not paid it yet despite being chased several times for it.

This is to give you a last chance to pay up. If you do not pay in full within the next 14 days, we will sue you. No more excuses will be accepted.

Yours, etc.

In this version of the letter, certain techniques are used to improve it and to achieve a -more professional tone:

- More formal or sophisticated expressions are used: «We are instructed by Grange Supplies Ltd» instead of «We saw Mr. Grange...»; «we are instructed to commence proceedings» instead of «we will sue you».
- Sentences are joined together by relative pronouns («which» in the first sentence) and conjunctions («unless» in the second sentence).

Dear Sir

Our client: Grange Supplies Ltd

Outstanding invoice for supplies of office stationery

We are instructed by Grange Supplies Ltd to seek recovery of sums unpaid on an invoice dated –, a further copy of which we enclose for ease of reference.

We write to advise that we are instructed to commence proceedings to recover the debt unless payment in full is received by our client within the next 14 days.

Yours faithfully

Idioms and colloquial language

As the letter above shows, it is important to try to strike the right tone in your letter. The right tone is one of professional neutrality. On the one hand, you should avoid pompous, obscure language. On the other hand, you should avoid language which is too informal or colloquial.

At all times, and particularly when writing to parties on the other side of a case from your client, you should avoid any tinge of personal animosity. This is important because although lawyers often find themselves having to threaten people or organizations with legal action on behalf of clients, the lawyer must ensure that basic standards of professional courtesy are adhered to at all times.

When seeking the right tone, certain things should be avoided:

- *Contractions*. A contraction is when a word is shortened, using an apostrophe, e.g. *I can't* and *I won't*. This is too informal for most legal contexts.
- *Slang*. This should be avoided, 1) because using it is unprofessional, and 2) because it may not be understood. Always use the correct, formal term, e.g. not a *fake* (person) but a *charlatan*.
- *Colloquialisms, proverbs, common metaphors*. Again, these both are unprofessional and may be misunderstood. Always state precisely what you mean rather than resorting to such a phrase. For

example, do not write *prices have gone through the roof* but *prices have increased rapidly*.

- *Throwaway informality*. It is important to retain a quality of professional gravity in the tone of your writing. Therefore do not write, *it's all sorted to go, but the matter has been satisfactorily resolved*.

Sexist language

It is inappropriate to use the personal pronouns *he* or *his* in a letter or document to refer to a person whose sex might be either male or female. One option is to use *he* (*she* and *his* / *her*). English also has a number of gender-neutral words such as *person*, and gender-neutral pronouns such as *anyone*, *everyone*, and *no one*. However, it does not have gender-neutral singular personal pronouns, except *one*, which is generally unsatisfactory for most purposes in legal correspondence.

A good compromise strategy is to use the plural pronoun *they* and the possessive form *their*, in the sense of *he* / *she* and *his* / *her*. The *Oxford English Dictionary* (2001) sanctions this use of *their* to refer to «belonging or associated with a person whose sex is not specified».

Other methods that can be employed to avoid using *he* or *his* in such cases include:

- Deleting the pronoun reference altogether if possible. For example, in *the lawyer read the documents as soon as they were delivered to him*, delete to *him*.
- Changing the pronoun to an article like *a* or *the*. For example, *the lawyer advised the client on his case* can be changed to *the lawyer advised the client on the case*.
- Using *who*, especially when *he* follows *if*. For example, *if he does not prepare cases thoroughly a lawyer cannot be an effective court advocate* should read: *a lawyer who does not prepare cases thoroughly cannot be an effective court advocate*.
- Repeating the noun instead of using a pronoun. For example, *When considering the conduct of litigation, the lawyer should retain an objective view. In particular, the lawyer [repeat noun, don't use he] should...*

ACCURACY

Prepositions

Special care should be taken when using prepositions. Minor differences in preposition usage can have a big effect on the meaning of a sentence, e.g.:

*The goods shall be delivered **in** seven days*

means that the goods are likely to be delivered on the seventh day.

*The goods shall be delivered **within** seven days*

means that the goods shall be delivered no later than the seventh day.
or:

*The goods shall be delivered **on** 7 June*

means that the goods will arrive on that date.

*The goods shall be delivered **by** 7 June*

means that the goods will arrive no later than that date.

Such apparently minor differences may be of critical importance when trying to reach agreement on legal issues.

Spelling

Lawyers are trained to pay attention to detail. Therefore, spelling mistakes in a letter are likely to be noticed and will create a very bad impression. Spelling, punctuation, and grammar should all be checked carefully. Many people rely on the spell-checker in their computer to ensure there are no spelling mistakes. However, spell-checkers often prescribe American spellings, while clients and other correspondents may prefer British spellings. In any case, certain kinds of mistakes will slip through such a check, e.g.:

- Where a word may be spelt correctly but is the wrong word: *I saw it their* (instead of *I saw it there*).
- Where a compound word is incorrectly split into two words, or two words are incorrectly combined to form a valid compound word: *the good will of the company* (instead of *the goodwill of the company*).

There is no substitute for carefully proofreading each letter that you have written.

Titles, names, and addresses

Use the correct title in the address and salutation. Spell your correspondent's name correctly (nothing creates a worse impression than a misspelt name) and write their address accurately.

If you do not know your correspondent, do not assume that they are one sex or the other, i.e. use *Dear Sir / Madam* rather than *Dear Sir* or *Dear Madam*. If you know a correspondent's name but not their sex, use *Mr / Ms*, e.g. *Dear Mr / Ms Bromley*.

Better still, before you write, telephone the organization at which that person works and find out from the receptionist the sex of the intended recipient.

References

When replying to a letter, fax, or email, quote all references accurately so that it is immediately clear to your reader what you are writing about

Prices, measurements, etc.

Special care should be taken when quoting prices or giving specifications such as measurements or weights. Quoting these incorrectly can cause serious misunderstandings.

Enclosures and attachments

Always check that you have actually enclosed any documents that you have mentioned in your letter are enclosed, and that any documents you say in an email that you attach are indeed attached.

Check, too, that the documents you have enclosed or attached are the right documents. If, for example, the document you are supposed to be enclosing is invoice PNT(21, make sure you do not enclose invoice PNT(12. It is important to ensure that any documents enclosed or attached appear in the order in which you have listed them in your communication.

CONVENTIONS

Abbreviations

Abbreviations can be useful because they are quick to write and easy to read. But they are not worth using unless you are confident that the recipient of your letter will understand what they mean.

Differentiate between those abbreviations that are used internationally and those that are basically parochial. For example, the abbreviations CIF (or cif, Cost, Insurance, and Freight) and FOB (or fob, free on board) are incoterms which are used in international trade. However, you cannot be sure that abbreviations like p & p (postage and packing) and SAE (or sae, stamped addressed envelope) will be understood internationally. Similarly, purely national organizations are unlikely to be familiar to correspondents in other countries.

Note that international organizations such as UN, NATO, or EU have a different acronym in other languages and therefore are better spelled out when first mentioned.

Abbreviations which are used as grammatical shorthand, such as e.g. and i.e., are usually written in lower case letters with dots between the letters.

Statutes and people that are likely to be referred to a number of times within a letter or memo are often given abbreviations, e.g. Data Protection Act 1998 («DPA»).

In general, abbreviations that refer to an entity, such as UK, USA, NATO, should be capitalized without dots between the letters.

Numbers

When inserting numbers into legal letters and documents, the general rule is that numbers up to and including ten should be spelt and numbers 11 and above should be put in numerals. However, there are certain exceptions to this:

- If numbers recur through the text or are being used for calculations, then numerals, not words, should be used.
- If the number is approximate (e.g. *around six hundred years ago*) it should be spelt out.
- Very large numbers should generally be expressed without using rows of zeros where possible, e.g. *\$3.5 million*, not *\$3,500,000*.
- Percentages may be spelled out (twenty per cent) or written as numbers (20 per cent or 20%).
- Numbers that begin sentences should be spelled out.

In British and American usage, the decimal point in a number is represented by a dot (.). This differs from the continental European system, where a comma (,) is used to represent the decimal point. Therefore, a British or American writer would write one and three-tenths like this: *1.3*, while a French speaker would write *1,3*. In British and American usage, commas are not used to indicate a decimal point. Instead, the comma is used to break up long numbers. For example, *10,000,000* is *ten million*.

If there is the possibility of confusion, write the number in both figures and words, e.g. *£100.05 (one hundred pounds and five pence)*. This is standard practice in formal legal documents.

When referring to sums of money, the following rules apply:

- When writing numerical sums, the currency sign goes before the sum without a space between the sign and the figure, e.g. *\$100*.
- When spelling out numbers, the name of the currency is normally placed after the number, e.g. *one hundred pounds sterling*.

Certain abbreviations for common currencies may also be used, including *USD* for US dollars and *EUR* for euros.

Statutes and cases

If you need to refer to statutes or cases in your letter, certain conventions must be followed:

- Statutes should be written without a comma between the name of the statute and the year it was enacted, e.g. *the Treaty of Amsterdam 1999*.
- The word *the* should not form part of the name of a statute. Therefore, one should write *the Single European Act 1986*, not *The Single European Act 1986*.
- When referring to a section of a statute write *section* in full using a lower case (unless starting a sentence), e.g. *section 2* or *s. 2 of the Law of Property (Miscellaneous Provisions) Act 1989*.
- When referring to a particular sub-section of a statute do not use the word *sub-section*. For example, instead of writing *sub-section 1* in the following, write *section 722 (1) of the Companies Act 1985*.
- The names of cases should be written in italics and the word *versus* should appear as *v.*, e.g. *Donoghue v. Stevenson*.

Points to remember

1. When writing to clients, keep legal jargon to a minimum and explain any jargon that is unavoidable.
2. Clarity of expression comes from clarity of thought: plan what you are going to write before putting pen to paper.
3. Avoid where possible: negative structures, nominalizations, contractions, slang, pomposity.
4. Do not use sexist language.
5. Accuracy and correct spelling are important. Pay special attention to titles and names, and to references, prices, and numbers.
6. Remember to check enclosures and attachments.
7. Check through what you have written when you have finished. Make sure everything is as it should be.

LECTURE 4. THE CHOICE OF LANGUAGE MEANS USED FOR WRITING BUSINESS LEGAL LETTERS. (2 HRS)

Communicative intention and pragmatic function in different types of official business letters. Division of legal business letters into two groups according to their function:

1. *Letters bearing information.*

2. *Letters exerting influence on the addressee*

Similarity and distinction between two groups at lexical, syntactical and structural levels.

Some practical recommendation for writing correct and effective letters (2 hrs).

Being a product of speech communication in the process of which it was created, a text undoubtedly reflects in itself characteristics of this process of creating and perception of speech communication.

Communication can be defined as activity which aim is not reaching a concrete practical result, but setting a contact: mutual understanding; adjusting interaction with other members of a social group, (effect) having an impact on knowledge, skills and a system of social values, emotional state of another person.

An epistolary text in other words a letter being a type of written communicative act can be considered in connection with parameters of this act of communication: a sort of dispatcher (sender), a sort of receiver (addressee), a type of contact, a subject of the text, a relation to the context, functions. Let's analyze every component in a business letter. Both a sender (of the letter) and an addressee are concrete individual persons. An act of communication is carried out in conditions of business distant contact. A subject of the letter is determined by business matters. Business life with all its difficulties and peculiarities and business relations of two correspondents (sender and addressee) can serve as a context with which an epistolary text correlates. As to functions we can single out such functions as communicative, informative, pragmatic, expressive and setting a contact functions. They (the functions) vary in different ways in different types of letters.

Of all the components of this communicative act an addressee (receiver of a letter) as a determining factor of speech communication of two persons (correspondents) deserves a special attention.

Considering any speech communication from the point of view of all factors, connected with a process of delivering some information one of the most important in this respect is the question of direction of speech action. The question which supposes singling out the element correlating with the direction of speech influence and also analysis of means representing this direction in a concrete text.

The studying of an object of speech influence or, in other words, an addressee of any text is of great practical and theoretical importance as with-

out deep understanding, penetrating into essence of communicative nature of a text it is possible to understand its inner organization, functioning in it language means, which are used in accordance with concrete set purposes directed to (at) a definite form of speech influence on an addressee. Expectation of a sender of a letter to get an effect from his speech in the addressee conscience is obligatory for this kind of speech activity that is why in the text itself and in its separate parts orientation towards the addressee is an integral part of its organization. «Any utterance always has its addressee, whose response understanding an author of speech communication looks for and anticipates» (Бахтин М.Н. эстетика совместного творчества).

The function of addressee as a final link of a communicative chain supposedly reduces to perception and interpretation of information what causes his relative communicative passivity. However, an addressee being a final point of communicative act inevitably comes into (enters) essential characteristic (description) of speech production which includes a condition of adequacy of speech influence on a communicator and determines integrity and essence of language communication itself. «Communicative activity of addressee is expressed mainly in the fact that because of the action of forestalling reflection, an addressee exerts an essential and constructive influence on the other two elements of the chain and in this his active role is revealed (manifested)». (Сидоров Е.В. речевое воздействие взаимодействие).

The importance of this element of communicative chain is determined by mechanism itself of speech communication – by interaction of its two sides: production and perception of speech. Any produced speech, as it is known, fulfills its communicative task only in that case when some information contained in it is adequately perceived by a concrete addressee. That is why if a speaking person wants to be understood in a right way he is usually to a certain extent oriented on his addressee both in the choice of language material and in the construction of his speech. Proceeding from his idea of the addressee, a sender constructs his speech in such a way to predetermine a desirable result to get from his speech. Both the position of a sender and the position of a receiver lies in it. Being opposed to the other two elements of communicative chain (sender – text) an addressee becomes a focus of the whole scheme because any speech act is carried out in order to exert an influence on him.

And, at last, the importance of the factor of addressee in speech is determined by belonging of speech act to the sphere of interpersonal relations

(sender – addressee) what indicates to the presence of certain «communicative duties» of a speaking person with regard to his addressee, including both organization and processing speech and its social and etiquette side.

Really, any communication of value is preceded by communication which aim is clearing up roles between communicators where one of the communicators dominates in one or some parameters: social, business, psychological, intellectual. The right determination of the role of addressee brings about the effective construction of speech (a text) and effective communication.

Among different types of texts functioning in the process of communication, an epistolary text deserves a special consideration as exactly this type of text(s) is characterized by the most vividly expressed orientation on an addressee. Just in this type of text the satisfaction of prognoses of the addressee reaction is one of the most important conditions of its effectiveness, because every type of an epistolary text is intended (meant) for a certain model of addressee. Indeed, a content of a letter is determined by relating (referring a letter) to a certain addressee. Moreover, according to the composition of addresses we can predict (make prognoses) a subject of a letter, lexical filling of a contact frame, lexical and syntactical formalization of a letter.

Thus, an active role of addressee in an epistolary text as a written form of communication is displayed in exerting an determining influence of the addressee on the language organization of this type of text.

The function of a business letter is one more important factor which must be taken into account in choosing the language means used for writing official business letters.

Indeed, any official business letter as every speech utterance is preceded by setting a purpose (goal) and corresponding choice of language means for optional achievement of this goal. Considering different kinds of official business letters it is necessary to take into account first of all their communicative intention and accordingly their pragmatic function: that is whether this function consists of exclusively delivering some information or includes a definitive influence exerted on an addressee. According to the fulfilled function some letters only contain being proper information, establishment of facts, and notification of state of affairs (course of events). These letters can be: covering letters, which do not pursue any other goal but to inform an addressee, that some business paper are directed to his address, some kinds of information letters – they

are: explanation letters, report letters, contract letters, the simplest variants of inquiry letters (for example, a request to send some documents) and reply letters and also a letter of guarantee, enumerating guarantees undertaken by an addressee.

For example:

Dear sirs,

Mr Ch. Petrides Certified Public Accountant of Greece, 28 Kapodistri-on street Athens 147, Greece, is making an examination for our accounts and would be obliged if you would confirm directly to him the balance of our account(s) with your at December 31st 1998 by signing and returning to him the bottom half of this letter.

According to our records the balance owing by you at December 31st 1998 was: US \$ 58,35

Yours faithfully,

Scandinavian Near East Agency SA

Accounts Department.

Being a text any official letter bears some information. However, not every letter is limited by giving some information. As it is seen from the given typological classification in a number of letters an author acts as a petitioner (application letter), an accuser (pretension letter, letter of protest), a thankful person (letter of thanks). Such letters are usually written expressing the position of a sender as their task is to convince the addressee in his own rightness, to induce him to action (to make him act). In this connection they realize the function of influence.

Thus, all the analyzed legal business letters are divided into two groups according to their function:

- 1 Letters in which the main function is that of information, establishment of facts
- 2 Letters the main function of which (retaining the function of information) is exerting influence on the addressee.

In the letters of the first group it is clearly seen a special pull towards the wide use of clichés (fixed patterns), striving for standardization and formality of their content as they fix often reproduced business situation which is realized by standard linguistic stylistic means. The use of

standard linguistic expressions and the presence of peculiar speech stock phrases (clichés) and models of a sentence facilitate the composing and perception of information.

The process of standardization of business speech is caused (brought about) by two circumstances (reasons). They are: the wide use of ready-made, already become firmly established (gained a firm hold) word formulas, stereotyped patterns, stock phrases, their frequent repetition and also brought to minimum or completely (fully) absent variation of expression, connected with the repetition of reflected in a letter situations. Chosen speech devices oust (replace) all the other possible forms of expression and acquire the character of universal means.

The letters of the second group have more various content. As the aim of the letters of the second group is to lead up an addressee to a desirable for a sender action with the help of convincing words these letters often include the elements of proof, persuasion, developed motivation. An author wants not only to give an addressee some piece of information but to give this information in such a way that to provoke a definite reaction and lead up an addressee to a necessary for a sender decision. That is why retaining the basic (main) demands made on business letters – logicity, precision (preciseness), unambiguity, emotional and expressive linguistic means are used in the letters of the second group: «In view of the fact that this amount plus interest and costs is still outstanding due to failure by the Dorian Cruises... I should be greatly obliged if you would kindly let me know whether any arrangement has been made by the Commission in this respect for negotiations between the parties concerned».

The author of the letter explains in detail the fully formed situation to the Arbitrary Commission. He is interested that the money paid for the company Dorian Cruises was compensated to the guarantor in the name of whom he is writing and for whom he is petitioning. Exactly with this purpose he gives emotional and expressive shade to the formula of politeness with the help of the adverbs *greatly*, *kindly*. Certain means of emotional expression we have already discussed analyzing letters of pre-tension, letters of protest, letters of thanks.

Let us remind them once more:

Lexis with rational and emotional evaluation; modal words, alternating different degrees: categorical and polite statements and others; forms of subjunctive mood, conveying an author's position and especially frequently used in formulas of politeness; exclamatory sentences, emphatic

singling out of words (graphic and with help of the words intensifiers such as *indeed, do*).

The presence of these means of expression gives a possibility to speak about the category of modality in this group of letters as one of the factors influencing the style of speech and securing the manner of communication and that tone of communicative act which helps an author to get a desirable result.

From this point of view the beginning of the letter is the most important element, because it contains not only the necessary information about the subject or reason of correspondence but realizes the setting of contact function.

Leading function	Contact frame	Lexical level		Syntactical level
Information	Strict cliché frame	Bookish, official business lexis and phraseology; Legal and special terminology (maritime, commercial)		Archaic syntactical structures, abundance of forms of the passive voice, of participial, gerund and infinitive constructions. Considerable size of a sentence in connection with growing up of subordinative clauses
Influence	Cliché frame in combination with some variations	Retaining, in a smaller volume all lexical and syntactical peculiarities of the first group with some addition: elements of colloquial lexis, changing of pronominal marking (designation) of addressee (the 1 st person, Singular) introduction of some quantity of emotional estimating words		Exclamatory, interrogative and emphatic constructions, with some reduction of middle length of sentence

Therefore, depending on the situation of communication an author chooses the most suitable form of the beginning – whether a usual cli-

ché or a special form, strengthening the moment of setting a contact. Moreover, rather often the beginning is not separated from the body of the letter and in this case the choice becomes even more actual. The same function is carried out by a conclusion with a concluding formula of politeness. In the main part of the letter the elements of influence and setting a contact elements are included to the extent which is required by the situation.

As the main function of letters of the second group is the function of exerting influence on an addressee it is natural that the form and the way of stating factual-material that is the choice of linguistic means and compositional structure of the letter are very often of big importance here. An addressee's reaction to a letter in this case depends not only on its content, but on the speech actualization of this content that is on the form of its stating (expounding a text). It will be hardly an exaggeration to say that exactly the pragmatic aspect of speech utterance in such a letter is especially important because taking into account of this aspect is the key to success in achieving the goal, which this letter sets, the inducement (motive) to a desirable action.

The necessity of more individual approach to writing letters of the second group does not exclude the use of fixed (stereotyped) patterns common with letters of the first group, lexical and grammar forms and stylistic devices, which are widely spread in legal official business letters.

It is important to note that there is no and cannot be insuperable borders between letters of the first and the second groups, these borders are mobile. However, the differentiation of official business letters according to their leading functional indication is possible. It gives an opportunity to compare both selected groups of letters and to reveal their similarity (likeness) and difference at lexical, syntactical and structural levels.

Some Specific Suggestions for writing asking letters:

1. Write to a particular individual, if possible, rather than to a company. Be sure you have spelled all names correctly and have written them exactly. If you do not know the name of the person, you can help to speed the handling of your request by indicating the department you think will handle the matter. For example, if your letter concerns employment, you would address the personnel department; if it concerns an order, you would address the sales department, if it concerns advertising or customer relations, you would probably address the advertising department or the public relations department.

2. Be sure that you are clear in your own mind as to what you want to know. You are then much more likely to make your request clear to the reader. (State clearly what you want to ask).
3. An expression of appreciation is always in good taste, but do not write *«Thank you in advance»*.
4. Do not make unnecessary work for the reader by asking for information that you could have obtained from reference books or other sources available to you.
5. If the reply is to be a special favor, a stamped, addressed envelope should be enclosed.

Be Prompt

A reply to an inquiry must be prompt. For this reason, some companies insist that all mail be acknowledged within 48 hours after it is received; others set 24 hours as the maximum. Even if a reply cannot be given to a customer's inquiry, an inquiry should at least be acknowledged and the writer should be told when to expect an answer.

Tact and Courtesy

Pleasant words like *«thank you, please, grateful and appreciate»* will do more to make readers want to do their best to help you than will a brusque demand. Here are some typical beginnings for effective asking letters: *«May I please...»*, *«I will be grateful if you will...»*, *«Will you please...»*, *«I would appreciate having...»*, *«Please send me...»*.

Following are typical endings for effective asking letters: *«I hope that we can count on your cooperation»*, *«Your suggestions would be genuinely appreciated»*, *«I would appreciate this help»*, *«We will be grateful for this special service»*.

Be Helpful

You should provide the customer with as much help as you think is needed. Providing special printed information is one way to be helpful. Other special ways might include providing price lists, catalogs, samples, or other dealer's names. Most important of all, however, is the writer's willingness to reach out and find ways to be helpful. Here is an example of the letter which wasn't helpful:

Dear Mr Poling:

I am sorry that we cannot help you. We manufacture only aluminum doors and windows and sell them only to hardware stores.

Sincerely yours,

Beginning a letter with «I am sorry» gives it an immediate negative tone. The thoughtful letter writer would begin with a direct, positive tone – something like this:

Dear Mr Poling:

Your local hardware dealer, Pickford Builders Supply, will be happy to assist you with the installation of your National aluminum doors and storm windows. They are our dealers in your area.

Should you wish to install the doors and windows yourself, Mr Poling, I have included a set of instructions, for complete satisfaction, though we recommend that these fixtures be installed by one of our authorized dealers. In this way, you can be assured that your storm equipment will be provide you with the greatest possible protection.

If we can be of any further help in assisting you with National products, please let us know.

Sincerely yours,

Be Complete

The cost of business letters is rising all the time. An incomplete letter only calls for another letter, which means more expense.

When writing a of response, be sure to answer the inquirer's questions as fully as possible. If your company provides helpful printed information such as a brochure or an instruction sheet, make sure it answers all the customer's questions before you send it. The customer may have a special problem not covered in the printed information. In this case, the letter might be written as follows:

Dear Miss Leslie:

Most of the questions you raise about the Easy-Wax Polisher are answered completely in the enclosed illustrated booklet. I hope you will read it care-fully, noting the various models and their special feature.

As to your question about a trade-in allowance for your old polisher, may I suggest that you discuss this matter with your dealer Simon's Department Store. Policies on trade-ins are determined by each store.

Thank you for writing us, Miss Leslie. We are delighted to know that you are interested in the new Easy-Wax Polisher.

Sincerely yours,

In some cases, a PS may be handwritten at the bottom of the letter.

PS. Because of the already low price of the Watkins office clock, we are unable to other any special discount for quantity purchases.

Be Courteous and Friendly

It costs nothing in money or time to be courteous and friendly when writing letters of response.

Although writing letters of response may be a daily routine in many offices, such letters should not be handled in a routine, mechanical fashion. Each inquiry should be given individual attention to ensure that all questions have been answered and that the customer's goodwill has been retained.

Writing Adjustment Letters

When writing adjustment letters, under all circumstances be patient, tactful and diplomatic. Always be sure to observe these four principles:

1. Reply promptly.
2. Show the customer that you understand the problem.
3. Tell the customer exactly what you are going to do about the problem.
4. Avoid negative words and accusations.

Reply Promptly

The longer customers wait for a reply to their claims, the angrier they get and the harder it is to soothe their feelings. Show customers that they are important enough to warrant your immediate attention to their problems and that they are getting fast action.

«Right after I finished reading your June 10 letter, I looked into the matter of...»

«We lost no time tracing the discrepancy in the invoice you wrote about...»

«Good news! The TV sets arrived this morning, and they are already on their way to you...»

«To make sure that there would be no slip up this time, I personally saw to it that your order...»

«Your letter arrived this morning, and we have already put a tracer on your shipment...»

Show Understanding

Those who make claims want, first of all, to have someone understand why they feel as they do. Your letter will be more effective if it expresses sympathy.

«We know how you feel about...»

«You are entirely right about...»

«Indeed, we can understand that...»

«We ourselves have been in the same situation, and...»

«Surely you have a right to feel that...»

Be Exact

Tell customers exactly what you are going to do about their claim.

«Our check for \$16, which is a refund on Invoice A 1428, will be sent to you this week».

«Within a day or two you will have your new green blanket to replace the pink one you received...»

«You have been given full credit for \$73.15 for the eight dead batteries. Although these batteries were carefully inspected when they left our warehouse, they...»

Delays in Filling Orders

Delays may occur because the customer has not given you enough information to fill the order or because the goods ordered are temporarily out of stock or for some other reason. In any case, be sure to open your letter with a statement of appreciation for the customer's order.

When writing letters concerning delays because you are temporarily out of stock, explain why the merchandise is not being shipped immediately and tell the reader when the goods will be delivered. For both the incomplete order and out-of-stock acknowledgment, conclude with a statement designed to reinforce confidence in your company and products.

In the following example, notice how the bad-news plan is used to tell a customer about a shipping delay.

Dear Mr Van Heusen:

We were naturally very pleased to have your first order for Tempo Sports Shirts. You are most thoughtful to comment on our advertisement in Men's Wear Magazine. Apparently, a good many other saw the ad, too, because we have been swamped with orders for the Tempo line.

I am sending you two dozen, each of small, medium and large sizes in assorted colors. The remaining four dozen of each will be shipped on Monday of next week.

I regret, Mr Van Heusen, that you should be inconvenienced on your very first order, but I know you will understand that we were not prepared for the large quantity of orders received.

I hope you find it just hard to keep Tempo Sports Shirts in stock – they are so popular! Why not place your order now for a new supply? We promise our usual prompt service on your next order.

Sincerely yours...

In writing letters of this type observe these rules:

1. Always tell the customer first what you can do, then what you can't do. (*«We are sending some shirts now; the rest will have to be sent later».*)
2. Keep the tone positive. Even though you must apologize for the delay, don't overdo it. Assume that the customer understands. (*«This rush of business naturally caught us unprepared».*)
3. Reestablish customers' confidence in your firm by encouraging them to place additional orders. (*«Place your next order now. We will give it our usual prompt service».*)

Refusing Orders

The primary purpose of any business is, of course, to sell goods or services for profit. Usually nothing makes a business happier than to receive an order. Under some circumstances, however, orders must be refused. The most common instances involve consumers who try to purchase directly from a wholesaler or manufacturer. The wholesaler or manufacturer must, of course, refer them to a retail store. This type of letter is not so much a refusal as it is an explanation.

Preparing to Write Claim Letters

People writing claim letters are interested in one thing: satisfaction. If the merchandise is faulty, they want it replaced at no cost or inconvenience to themselves. If the service is poor, they want an apology and assurance that service will improve: they may even want some compensation for the inconvenience caused them. If an error has been made, they want it corrected.

To get satisfaction, claimants must present their cases carefully and thoughtfully to the people they feel are at fault. Suppose you ordered a gold identification bracelet from a mail-order house, specifying that the bracelet be engraved with your name. When the bracelet arrives, you are disappointed to find that a silver bracelet was sent. You become quite upset and a little angry. «How could they make such a stupid mistake?»

How would you begin your letter? In the first place, you should not write the letter while you are angry. Cool off first. You can do a much more convincing job when you are calm and can see the situation in a reasonable light. The mistake was not intentional; mistakes never are. If your letter were written in anger, it might begin like this:

It was certainly carelessness on smb's part to send me a silver bracelet when I asked for a gold one. Don't your order clerks know how to read? I simply do not understand...

Such a letter would do more harm than good. You would eventually regret that you had written it. You would surely get much more willing cooperation from the seller if you had been courteous.

Avoid Negatives

Negative words tend to put an unhappy claimant in an even more irritable frame of mind. On the other hand, positive, pleasant words help to soothe the claimant's irritation. Thus, you should try to conclude your letter with a positive statement that will build goodwill. In the following examples, notice the difference in tone between the positive statements and the tone of the negative ones.

Positive: Thank you for your helpful June 3 letter.

Negative: We have received your complaint of June 3.

Positive: We are glad that you called our attention to the late arrival of your Purchase Order 4286.

Negative: We are sorry to hear of the unfortunate delay in the delivery of yours Purchase Order 4286.

Unjustified Complaints

Before you complain, make sure your facts are right. If you have to respond to an unjustified complaint, be polite and remember that anyone can make a mistake.

Making General Complaints

When sending a complaint, you will need to decide whether it is appropriate (better) to use fax or email or to write a letter. Some complaints, e.g. a mistake in a small payment or in the number of goods dispatched, can be faxed or emailed, but a letter should be used for larger or more serious complaints.

Opening

Do not delay. Complain as soon as you realize a mistake has been made; delay weakens your case and can complicate the matter as details may be forgotten. There is no need to open by apologizing for the need to complain. (*We regret to inform you..., I am sorry to have to write to you about...*) as this also weakens your case. Simply begin:

- *We would like to inform you...*
- *I am writing to complain about...*

The Language of Complaints

Emotional terms like *disgusted*, *infuriated* or *amazed* have no place in business. You can express dissatisfaction by saying:

This is the third time this mistake has occurred and we are far from satisfied with service you offer.

Please ensure that this sort of problem does not arise again.

Do not be rude or personal. In most cases correspondence between companies takes place between employees in various departments. Nothing is gained by being rude to the individual you are writing to. You may antagonize someone who has probably had nothing to do with the error and, rather than getting it corrected, he or she could become defensive and difficult to deal with.

Use the passive and impersonal structures:

- *The mistake must be corrected as soon as possible.*
- *There appears to be an error on the statement.*

Do not use words like *fault* (*your fault, our fault*) or *blame* (*you are to blame*) – these expressions are rude and childish.

Never blame your own staff, and finally, while writing the complaint remember that your supplier will almost certainly wants to help you and correct the mistake. Suppliers are not in business to irritate or confuse their customers but to offer them a service.

Explaining the Problem

If you think you know how the mistake was made, you may politely point this out to your supplier. Sometimes, when a mistake occurs several times, you may be able to work out why it is happening more quickly than the company you are dealing with.

Suggesting a Solution

If you think you know how the mistake can be corrected, let your supplier know.

Replying to Letters of Complaint

Acknowledge that you have received the complaint, and thank your customer for informing you.

- *Thank you for your letter of 6 August informing us that...*

Asking for time to investigate the complaint

Sometimes you cannot deal with a complaint immediately, as the matter needs to be looked into. Do not leave your customer waiting but tell them what you are doing straight away. In this case, an email or fax message is appropriate as the customer then knows immediately that you have received the complaint and are doing something about it.

Explaining the Mistake

If the complaint is justified, explain how the mistake occurred but don't blame your staff. You employed them, so you are responsible for their actions.

Solving the Problem

Having acknowledged your responsibility and explained what went wrong, you should put matters right as soon as possible, and tell your customer that you are doing so.

Rejecting a Complaint

If you think the complaint is unjustified, you can be firm but polite in your answer. But even if you deny responsibility, you should always try to give an explanation of the problem.

Closing

It is useful when closing your letter to mention that the mistake, error, or fault is an exception, and it either rarely or never happens. You should also, of course, apologize for the inconvenience your customer experienced.

LECTURE 5. THE FILLING OF A CONTRACT FRAME. LEXICAL COMPOSITION AND SYNTACTICAL STRUCTURE OF BUSINESS LETTERS (2 HRS)

Formalization of greetings in business letters. Some stages of their development and their unification. Frequency of use of contact clichés in the letters of the first group. Lexical and syntactical fixed patterns in the middle of business letters. Three layers of lexis characteristic of business legal letters. Distribution of these lexical layers in accordance with the letter's type and function. Peculiarities of syntactical structure in business letters.

A contact frame (greeting and complimentary close) is obligatory, strictly official form of politeness in business legal letters. We have already spoken about different variations of greetings and complimentary closes. They are as follows:

Complimentary closes: *Yours truly; Yours very truly; Yours faithfully; Yours sincerely.*

Greetings: *Dear Sir(s)(Madam(s); Sir(Madam; Dear Mr (Mrs, Miss) Brown.*

A complimentary close has to conform to a greeting. In Britain a suitable complimentary close for letters beginning with *Dear Sir(s)(Madam(s)*

is *Yours Faithfully*. Strictly official complimentary close *Yours respectfully* suits only letter beginning with *Sir*(*Madam*. Letters with greetings *Dear Mr (Mrs, Ms)* and their names usually finish with *Yours sincerely*. *Complimentary closes* *Yours truly* or *Yours very truly* which are unusual for Great Britain consider to be less official than *Yours faithfully*. Letters beginning with an unofficial greeting (*for example, Dear Sir*) end with friendly phrases, such as *With best regards, With kind regards*, often together with *Yours sincerely*. The most frequently used complimentary closes in American business letters are *Yours sincerely, Sincerely Yours, Yours very truly, Very truly yours, Truly yours*. In addition to them the phrases *Sincerely, Yours Cordially, Cordially yours, Cordially* can be used. They can be preceded by *With best regards*.

Sometimes complimentary closes are preceded by cliché and fixed patterns in letters of the first group: *I remain, Awaiting your prompt response, we are, we are at your disposal for any further information and remain, we would appreciate your comments and instructions*.

Let us speak of their development and uniform.

In the 18th century the word «sir» and address by name were interchangeable forms of address. In the 19th century a rather clear border in their use is established: the appellative «sir» is used in official business letters while an address by name is evidence of more personal relations and is used in private letters.

In 18-19th centuries the unification in the use of epithets to address takes place and cliché is made up (composed): now «sir» is practically always combined with the epithet «dear», whereas in the 16-17th centuries a composition of epithets was far more various: in official business letters to high-ranking people the attributes «noble» (noblest), «honoured», «worthy», «kind», «good» were used.

Thus, «during Middle– New English periods certain changes in etiquette forms of address in epistolary genre took place. On the whole these changes happened owing to reducing (cutting down, curtailment) of extensive (developed) constructions and loss of extremely rich ornamentation» (Балашова Е. В. Социоллингвистический анализ этикетных форм обращения в эпистолярном жанре).

So, formalization of address in business letters is prepared by the whole course of coming into being and development of business style and is explained by specific character of communicative tendency of the latter (this style) that is: striving for (aspiration to) briefness and tendency

to some depersonalization of business letter. The depersonalization of a letter, unification of its types is in its turn the result of increasing of business correspondence volume of frequent reproducing of letters and working out in connection with this a number of clichés.

Lexis of official business legal letters is represented by three layers. Lexical basis of any letter is generally used literary lexis which constitutes the first layer. The second layer is special lexis, typical (characteristic) of official business style namely: stereotyped set phrases, syntactical models and formulas of politeness, here are referred official, bookish official and clerical words and business legal lexis in particular (here are referred legal terms), the third layer is professional specific lexis: it may be marine, commercial and financial terminology. Special lexis characteristic of official business style is represented by stereotyped set phrases, syntactical models and formulas of politeness, official, bookish official and clerical words. Special lexis characteristic of business legal letter is represented by legal terms.

The distribution of these lexical layers is not the same in different types of letters and depends first of all on the type and function of a letter. Generally used words are contained in all letters and constitute their basis. Legal, marine and commercial lexis prevails in pretension letters where, for example, the question is of damage done to cargo while transporting it and bringing an action in this connection from a suffered company; when a dispute between two parties concerning their trade operations or passenger transportation arises, the settlement of which is carried out by the Arbitrary Commission; when the terms of a contract providing for this or that (payment of a certain sum of money to a ship agent) are violated, when, at last, just the terms of a contract concluded between two companies are commented or explained.

In covering letters, the simplest inquiry letters and replies where a reference to some documents is given and some facts which interest an addressee are informed, and also in a letter of guarantee equally with stereotyped phrases, cliché beginnings and endings and formulas of politeness as a rule official, bookish official and clerical words are used:

With reference to our interview with you of the 27th October and our letter to you of the 30th October, we have now heard from your Cyprus Agents in reply to our letter to them of the 30th October ultimo, copy of which is enclosed herewith, and copy of their reply of the 5th instant is attached hereto.

A letter of guarantee is conglomeration of legal, bookish, official, clerical, commercial and financial lexis. Along the whole length of this letter are constantly used the words: guaranty, hereby, party, terms of Agreement (legal lexis); the said agreement, thereafter, whereas (bookish and official bookish lexis); the same, to witness, hereafter, hereinafter (clerical lexis) to furnish a guarantee, as and when due each and every sum of money, as per, indulgence, rate of exchange, hard currency (obsolete financial and commercial lexis).

Special lexis is always used in direct, nominative meaning and pursues definite ends:

1. to give to the style of a letter some official, strict, business-like features;
2. clear and monosemantic definition and designation of certain words;
3. precision of designation.

Together with monosemantic definition of a term it must not allow possibility of contradictory interpretation of a document. Moreover, special lexis, represented by frequently met word contributions and expressions, official and clerical words, also causes (brings about) such distinctive features of official business letters as stereotypeness and triteness of stating.

The fact that synonymy and variety (diversity) of linguistic means are not characteristic of the language of official business style gives rise to (leads to) a high frequency of the use of the same lexical units, traditionally used set phrases, combinations, constructions and as they are repeated a lot of times in a ready-made form in concrete situations they begin to function as ready-made verbal cliché (stock phrase).

For example:

Bills of lading 1 and 3, consisting of cargo received by Plaintiffs Tar-ras Hostench and Papelera Industrial were consigned to order. Both bills of lading were endorsed by the Central National Corporation. Bill of lading 1 was also endorsed by Jose Huguest Oliver and bill of lading 3 was endorsed by Commercial Combila Sagrerasa. We assume that these two plaintiffs were the holders for value of the bills of lading. Bills of lading 2 and 4 covering cargo were received by J.Vilaseca. Both consigned to the order of Jose Huguet Oliver and endorsed by J.Vilaseca S.A.

The use of stock phrases (cliché), business standards so widely used in business letters is functionally conditioned and expedient, and fully corresponds to the task of the given sphere of communication, as it

simplifies and facilitates the writing and processing of official business correspondence.

Business standards owing to their frequent repetition represent a relatively constant set of means of expression in official business style. In an epistolary text this is first of all formalization of a contact frame, establishment of communication with the preceding and the following information and ensuring (providing with) a link inside of a developing letter.

Both parts of a contact frame in business letters represent traditionally formed mutually convenient forms of the beginning and conclusion of business correspondence, having relatively constant lexical make up and composition and similar syntactical structure. Especially stock phrases (clichés) of business contacts are typical of letters of the first group where the main function is to inform an addressee. Very often texts of this group are limited by establishment of a fact and consist of almost exclusively business composition cliché. The examples of contact clichés were given above.

If a cliché address serves initiation of a contact, lexical syntactical fixed patterns of link in the middle of a text serve to confirm a contact which took place earlier in a previous information letter:

Further to our letter dated... on the above subject, we enclose;

With reference to your letter... we wish to confirm;

In this connection we would refer you to...;

We are much obligated by your letter...;

We acknowledge with thanks your letter;

In reply to your letter...;

As you may have been informed...

With the help of certain formulas a possible continuation of a contact is secured with indication to succeeding reports:

We will advise you of the reply as soon as it is to hand;

We will write you further on hearing from them;

Looking forward to hearing from you in this connection;

We kindly request your confirmation;

Please address your reply...;

We shall let you know...

Due to some set phrases (fixed patterns) the connection between parts and sentences of an epistolary text is maintained:

On the above basis we are ready...;

On your behalf we like...;

In view of the fact that...;
Pursuant to the said agreement...;
Under these circumstances, we believe that...;
Furthermore, let us have...;
Therefore, we suggest... and others.

Standard combinations are constantly reproduced in a ready-made form, have stable character and in their essence and function approach idiomatic expressions.

Summing up the consideration of official business legal letters let us once again emphasize that the wide use of business standards, clerical words, official and bookish lexis and also cliché words and expressions brought about by etiquette politeness and intention of continuation of a contact and securing a text connection – all this (promotes) makes business legal letters official, clear, precise and static, the content direction of which is realized in the active use of special terminologies.

SEMINAR PROGRAMME

THEME 1. THE STRUCTURE AND ARRANGEMENT OF BUSINESS LETTERS COMPONENTS (2 HRS)

1. To study the main parts of business letters and their arrangement.
2. To analyse and study different variants of each business letter component.
3. To arrange the proposed business letter parts in right order.
4. To study in detail a business letter body.

THEME 2. INQUIRIES. REPLIES TO INQUIRIES (2 HRS)

1. To study the phrases frequently used in these types of business letters.
2. To translate some letters of inquiry and replies to inquiry from English into Ukrainian or Russian.
3. To write certain letters of inquiry in English.
4. To write certain letters of reply to inquiry in English.

THEME 3. OFFERS. QUOTATIONS (2 HRS)

1. To study the phrases frequently used in these types of business letters.
2. To translate the proposed letters from English into Ukrainian or Russian.
3. To write certain offer letters in English in accordance with the given task.
4. To write certain quotation letters in English in accordance with the given task.

THEME 4. REVIVERS AND REMINDERS. FOLLOW UP LETTERS (2 HRS)

1. To study the phrases frequently used in these types of business letters.
2. To translate some letters of these types into Ukrainian or Russian.
3. To write certain letters of reviver and reminder in English according to the set task.
4. To write certain follow up letters in English according to the set task.
5. Some practical recommendation for writing correct and effective letters.

THEME 5. ORDERS. CONFIRMATION OF ORDERS (2 HRS)

1. To study the phrases frequently used in these types of business letters.
2. To translate some letters of these types into Ukrainian or Russian.
3. To write certain order letters in English according to the set task.
4. To write certain letters of confirmation of orders in English according to the set task.

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REVIEW SEMINAR QUESTIONS

1. Write a letter of complaint in English according to the task.
2. Translate a letter of inquiry from English into Ukrainian.
3. Write an adjustment letter in English according to the set task.
4. Translate a reply to inquiry from English into Ukrainian.
5. Write an offer letter in English according to the set task.
6. Translate a letter of quotation from English into Ukrainian.
7. Write a reviver letter in English according to the set task.
8. Translate a reminder letter from English into Ukrainian.
9. Write a follow-up letter in English according to the set task.
10. Translate a letter of order from English into Ukrainian.
11. Write a letter of confirmation of order in English according to the set task.
12. Arrange a letter in the right order.
13. Write a letter of request for a sample in English according to the given pattern.
14. Translate a letter of request for price reduction from English into Ukrainian.
15. Write a letter of refusal of quotation in English according to the given pattern.
16. Translate a letter of cancellation of order from English into Ukrainian.
17. Write a letter of distribution of advertising literature in English according to the given pattern.
18. Translate a letter of substitution of the order offered by the exporter from English into Ukrainian.
19. Write a credit enquiry letter in English according to the given pattern.
20. Write a letter of request for a catalogue and a price list in English according to the given pattern.
21. Write a letter of request for information about certain goods in English according to the given pattern.

22. Write a reply letter about the terms of the forthcoming contract in English according to the given pattern.
23. Write a reply letter concerning the delay in delivery of certain goods in English according to the given pattern.
24. Write a reply letter to inquiry about certain goods in English according to the given pattern.
25. Write a letter of apology for the delay in payment in English according to the given pattern.
26. Write a letter of pretension made to the Seller in English according to the given pattern.
27. Write a letter of apology for the refusal to an offer for certain goods in English according to the given model.
28. Write a letter of apology for the delay in payment in English according to the given pattern.
29. Write a claim made by the Buyer according to the given model.
30. Write a letter of apology for the delay in delivery of certain goods according to the given model.
31. Write a letter of order in English according to the given model.
32. Translate a letter accompanying an offer from English into Ukrainian or Russian.

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GLOSSARY

1. **acknowledge** – підтвердження отримання (лист).
2. **advise** – повідомляти.
3. **addressee** – адресат.
4. **application letter** – лист-клопотання.
5. **arrangement** – розташування в певному порядку.
6. **bill of lading** – коносамент.
7. **be enclosed** – додавати (до листа).
8. **body of the letter** – текст до листа.
9. **cargo carriage** – перевезення вантажу.
10. **claim** – претензія, рекламація.
11. **cliche** – кліше.
12. **concise** – точний.
13. **conclude an ageement** – заключати угоду.
14. **clerical** – канцелярський.
15. **complimentary close** – заключне вітання.
16. **consignee** – отримувач вантажу.
17. **contact frame** – контактна рама.
18. **courteous** – чемний, увічливий, люб'язний.
19. **covering letter** – супровідний лист.
20. **dear sirs** – шановні панове.
21. **depersonalization** – знеособлення.
22. **deliver information** – передати інформацію.
23. **do damage** – наносити шкоду, заподіювати збитки.
24. **emotional expressive nuance** – емоційно-експресивний відтінок.
25. **enclosure** – прикладення.
26. **exert influence on** – чинити вплив на.
27. **file a suit** – пред'являти позов.
28. **formalization** – оформлення (листа), формалізація.
29. **greeting (salutation)** – вступне звернення.

- 30. **hereby** – цим, теперішнім (листом).
- 31. **hereto** – до цього документу.
- 32. **idiom** – характерне (для даних листів) вираження.
- 33. **herewith** – при цьому, з цим листом.
- 34. **information letter** – інформаційний лист.
- 35. **inside address** – внутрішня адреса.
- 36. **inquiry letter** – запитний лист.
- 37. **in re** – по ділу.
- 38. **invoice** – рахунок-фактура.
- 39. **legal letter** – юридичний лист.
- 40. **letterhead** – заголовок.
- 41. **letter of thanks** – лист-подяка.
- 42. **letter of request** – лист-прохання.
- 43. **make demands on** – вимагати від.
- 44. **obsolete** – застарілий, той, що вийшов з ужитку.
- 45. **pretension letter** – лист-претензія.
- 46. **re: (Re)** – відносно, стосовно.
- 47. **recipient** – отримувач.
- 48. **routine** – шаблон, встановлена практика.
- 49. **set pattern** – штамп.
- 50. **set phrase** – стійкі вислови.
- 51. **settle a conflict** – врегулювати конфлікт.
- 52. **sincerely yours** – щиро Ваш.
- 53. **spirit and trend** – суть, загальний напрям (стилю).
- 54. **truly yours** – справді Ваш.
- 55. **unambiguity** – неоднозначність.
- 56. **undertaken commitments** – взяття зобов'язання на себе.
- 57. **whereas** – з огляду на те, що.
- 58. **yours faithfully** – відданий Вам.

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АНГЛІЙСЬКОЮ МОВОЮ**

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